

ORDINANCE NO. 16981

AN ORDINANCE ADOPTING A COLLECTIVE BARGAINING AGREEMENT

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, AS FOLLOWS:

SECTION 1: The collective bargaining agreement between the City of Joliet and the Associated Firefighters of Illinois Local 2369, a copy of which is attached hereto and made a part hereof, is hereby adopted and the City Manager and Fire Chief are authorized to execute said agreement upon the execution by Local 2369.

SECTION 2: The collective bargaining agreement adopted by this Ordinance is the sole and exclusive agreement between the City of Joliet and the Associated Firefighters of Illinois Local 2369.

SECTION 3: This Ordinance, and every provision thereof, shall be considered separable; and the invalidity of any section, clause, paragraph, sentence or provision of the Ordinance shall not affect the validity of any other portion of this Ordinance.

SECTION 4: This Ordinance shall be in effect upon its passage.

PASSED this 18th day of June, 2012.


MAYOR


CITY CLERK

VOTING YES: MAYOR GIARRANTE and COUNCILWOMAN BARBER, COUNCILMEN FISHER, GERL, HUG, MORRIS, O'DEKIRK, and COUNCILWOMAN QUILLMAN.

VOTING NO: NONE.

NOT VOTING: COUNCILMAN TURK (absent).

COLLECTIVE BARGAINING
AGREEMENT BETWEEN
THE CITY OF JOLIET, STATE OF ILLINOIS
AND
JOLIET FIRE OFFICERS, LOCAL 2369, IAFF AFL-CIO
JANUARY 1, 2012 TO DECEMBER 31, 2015

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AGREEMENT

This Agreement is entered into by and between the **CITY OF JOLIET**, hereinafter referred to as the "City", and **LOCAL 2369 JOLIET FIRE OFFICERS, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO**, hereinafter called the "Union".

PREAMBLE

This Agreement shall be subject to the provisions, rights, limitations and requirements of the Constitution of the United States, the Constitution of Illinois, all Federal laws, the Ordinances and Resolutions of the City of Joliet, and rules and regulations of the Board of Police and Fire Commissioners adopted pursuant to law without prejudice to the rights of either party to pursue such legal remedies as in its judgment seem proper.

In the event any provision of the Agreement shall be decreed to be invalid or unenforceable by a court of last resort of competent jurisdiction, the remainder of the provisions shall not be affected thereby, but shall continue in full force and effect.

ARTICLE I

RECOGNITION

SECTION 1.1 The City of Joliet hereby agrees to recognize the Fire Officers Union, Local No. 2369, as the collective bargaining agent for the unionized Fire Officers of the City of Joliet Fire Department.

SECTION 1.2 The bargaining unit shall include all employees holding command positions in the Fire Department below the rank of Deputy Fire Chief.

SECTION 1.3 The City agrees that it will not interfere with the rights of the employees to become members of the Union, and agrees that there shall be no discrimination, interference, restraints, or coercion by the Fire Department or the City, or any of its authorized agents, against any employee because of his membership in the Fire Officers Union or because of his presenting a grievance, or against any employee who in the discharge of his duties may represent others in the Department or any member of any Union committee. The Fire Officers Union agrees for itself and its members, individually and collectively, to perform loyal and efficient work in the service of the Fire Department at all times.



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ARTICLE II

NON-DISCRIMINATION

SECTION 2.1

Neither the City nor the Union shall interfere with the right of Fire Officers covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such Fire Officer because of union membership or non-membership.

SECTION 2.2

The parties also agree that it shall be considered a violation of this Agreement to interfere with an individual who is a non-member, to pay or not to pay an equal share of the monthly cost of the operation of the Union or such other costs as may be incurred by the Union.

SECTION 2.3

In accordance with applicable law, neither the City nor the Union shall discriminate against any Fire Officer covered by this Agreement because of race, creed, color, national origin, sex or marital status.

SECTION 2.4

No Fire Officer shall be discriminated against or favored by the City or the Union because of the employee's political affiliation or lack of political affiliation.

SECTION 2.5

Residency within the corporate limits of the City of Joliet shall not be a mandatory condition of employment as a Fire Officer with the City covered by this Agreement. Residency within the corporate limits of the City of Joliet shall not be a mandatory condition of promotion to another rank within the Fire Department represented by the Union.

ARTICLE III

CHECK-OFF OF UNION DUES

SECTION 3.1

Written Authorization Required. During the term of this Agreement, the City will deduct current uniform monthly Union dues from the wages of all employees in the bargaining unit, provided that the City has received from each Fire Officer with respect to whom such deductions are to be made, a written check-off authorization form.

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SECTION 3.2

Written Termination Required. The City will stop making deductions for Union dues beginning with the next payroll period after any employee in the bargaining unit notifies the City in writing that he is terminating the prior check-off authorization.

SECTION 3.3

Check-off Limited to Current Monthly Dues. The City will deduct current monthly Union dues only. The City shall not deduct initiation fees, assessments, fines or other obligations between a Fire Officer and the Union.

SECTION 3.4

No Deductions After Death. In the event of the death of an employee who has signed a check off authorization form, no subsequent check-off of Union dues shall be made from monies due and owing the employee, his heirs or beneficiaries.

SECTION 3.5

Union Indemnifies City. The Union agrees to indemnify the City and save it harmless from any and all claims, loss, damage, expense, and liability, including cost of attorneys' or other representatives' fees, at any time resulting from the check-off deductions or payment thereof to the local Union, if any, under check-off authorizations signed by employees pursuant to this Article, regardless of the Union's affiliation at the time the authorization was presented to the City.

ARTICLE IV


COLLECTIVE BARGAINING REPRESENTATION

SECTION 4.1


Union Representation in Collective Bargaining with City. The City agrees that the Union may be represented in all collective bargaining sessions scheduled between the City and the Union by its bargaining committee which shall consist of not more than three (3) Fire Officers of the City, its attorney and officers of the International Union and State Council, if so desired by the Union.

SECTION 4.2

Time Off Work. The City agrees that it will permit Fire Officers designated by the Union pursuant to Section 4.1 of the Agreement to leave work without loss of regular straight time hourly pay for the number of straight time hours they would have worked but for attending such collective bargaining sessions between the City and the Union, provided that such release of these Fire Officers would not interfere with the safe, orderly and efficient operations in their respective departments. The City shall have the right to determine whether an individual employee's absence would interfere with his



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department's operation in this manner, but such determination must be reasonable.

SECTION 4.3

Union Conventions. The City agrees to grant the Union President or one designated representative leave with pay to attend the following Union conventions:

- A. The State Convention of the Associated Firefighters of Illinois for a time period of not to exceed three calendar days every other year (three working days, bi-annually).
- B. International Convention of the International Association of Firefighters.

ARTICLE V

GRIEVANCES

SECTION 5.1

Definition. For the purpose of the parties of the Agreement, a grievance shall be considered a dispute between the parties concerning wages, hours and conditions of employment as covered by the terms of this Agreement.

SECTION 5.2

Procedures.

Whenever an Officer or the Union believes that a grievance exists, it shall be reported in writing, signed by the Officer or the Union, as the case may be.

All grievances shall be filed with the Fire Chief within nine (9) calendar days after the basis for the grievance becomes known to the grievant upon the exercise of reasonable diligence. No later than thirty (30) calendar days after the date of occurrence, all grievances shall set forth the name of the employee affected and the specific facts underlying it.

STEP 1: The grievance shall be initially submitted to the Fire Chief who shall render a written decision within ten (10) business days after receipt of the grievance.

STEP 2: If the grievance is not settled at Step 1, the Union may appeal the grievance within five (5) business days to the City Manager, who shall render a written decision within ten (10) business days after receipt of the grievance.



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STEP 3: If the grievance is not settled at Step 2, the grievance may be submitted to arbitration by either of the parties upon written notice to the other party. This notice shall be given within ninety (90) days of the Union's receipt of the City Manager's Step 2 decision. The City and the Union agree to the following expedited arbitration process:

- A. The arbitration proceeding shall be conducted by a neutral arbitrator to be selected by the City and the Union. If the parties are unable to agree to the selection of an arbitrator on a timely basis, the Federal Mediation and Conciliation Service shall be requested by either or both parties to submit a list of seven (7) names of persons from their Illinois sub-regional arbitration panel having experience in resolving municipal interest arbitration disputes. Both the City and the Union shall have the right to strike three (3) names from the list. The order of striking shall be determined by a coin flip. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing.
- B. There will be no transcript but the arbitrator will tape proceedings and make available to the parties, if they mutually agree to tape.
- C. Relaxed rules of evidence.
- D. Bench decision when possible, upon mutual agreement; dependent upon if the arbitrator can do so.
- E. Briefs discouraged but possible; limited to 10 pages.
- F. Written decisions are due 10 workdays after hearing closes.
- G. Parties can mutually agree to have "traditional" arbitration hearing as needed.

The arbitrator shall have no authority to add to, subtract from, or change any of the terms of the agreement. The cost of arbitration shall be paid by the unsuccessful party. The City and Fire Officers Union shall abide by the decision of the arbitrator.

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SECTION 5.3

Time Limits for Filing.

- A. If a grievance is not processed by the Union within the time limits, it shall be considered withdrawn without precedent or prejudice.
- B. If the grievance is not answered by the employer within the time limits, it shall be considered denied and will automatically go to the next Step.
- C. The time limits under this Article may be changed by mutual consent of both parties. This agreement shall be in writing.

SECTION 5.4

Business Days Defined. For the purpose of this Article only, business days shall refer to weekdays (Monday through Friday) exclusive of days observed as holidays.

ARTICLE VI

GENERAL CONDUCT

SECTION 6.1

General. As a member of the public service, Fire Officers covered by this Agreement shall conduct themselves, both on and off the job, so as to bring credit upon the service and shall abide by all rules and regulations in the Joliet Fire Department, Board of Fire and Police Commissioners, City of Joliet, State of Illinois, and the United States.

SECTION 6.2

Rule Changes. All rule changes shall be posted on this Union's bulletin board thirty (30) days prior to said rule changes. The Union may request clarification of such rule changes, and reserves the right to review and make recommendations to said rule changes. This shall in no way limit the authority and the responsibility of the Fire Chief and the Board of Fire and Police Commissioners to implement such rules and regulations.

SECTION 6.3

Records.

- A. Official individual employee records shall be maintained by the Board of Fire and Police Commissioners and the Human Resources Department which shall be the sole basis for formal actions undertaken by the City, with regard to the employee. The employee, and with the employee's written consent, a Union representative may examine the records maintained by the Human Resources Department. Such

examination may be conducted during the normal business hours of the Personnel Division, provided that the employee obtains the prior permission of the employee's supervisor to leave the assigned place of duty, and arranges for such examination in advance with the Personnel Division. Such permission shall not be unreasonably withheld. Access, if any, to records maintained by the Board of Fire and Police Commissioners shall be as established by the Board.

- B. All personnel records shall be in writing. Detrimental information concerning non-merit factors, not related to the performance of job duties, shall not be placed in an employee's personnel file, nor be placed in any supervisor's working file so maintained for the employee. No other detrimental information concerning an employee shall be placed in the employee's personnel file, unless that employee has had an opportunity to read such material. The employee shall acknowledge that he has read such material by affixing his signature to the copy to be filed. It shall be understood that such signature merely signifies that he has read the material in question. Such signature indicates neither agreement nor disagreement with its contents. If the employee refuses to sign such acknowledgment, such refusal shall be noted on the document and attested to by both the City and the Union.
- C. The employee shall have the right to answer in writing any material filed in his personnel file and his answer shall be attached to the file copy.
- D. An item of detrimental material placed in an employee's personnel file shall not be taken into account by the Chief in the assessment of future discipline if, after the period of two (2) years, the conduct which is the subject of the detrimental item is or has not been repeated.
- E. The Human Resources Department shall keep and maintain an official finance record for employees. An employee shall have the right to review his time and pay records on file with the Employer, after arranging for such review with the Personnel Division.



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ARTICLE VII

HOURS OF WORK AND OVERTIME

SECTION 7.1

Definition of Regular Work Day and Regular Work Week

- A. The regular work day for Fire Officers shall be twenty-four (24) consecutive on duty hours. A regular work day shall be followed by forty-eight (48) consecutive hours scheduled off-duty. For the purpose of this Agreement a "regular work day" shall have the same meaning as a regular "duty day."
- B. For Fire Officers assigned to work a 24 hour duty day, every ninth (9th) duty day shall be scheduled off. Those duty days that are scheduled off may be referred to as a "Kelly Day". This sub-section shall not apply to Fire Officers assigned to a 40 hour work week as set forth in Section 7.1(G).

The foregoing notwithstanding, as a variance to this Agreement the City and the Union agree that in 2013, 2014 and 2015, respectively, all Fire Officers entitled to receive Kelly Days shall receive thirteen (13) Kelly Days per calendar year in lieu of one Kelly Day every ninth duty day. The variance shall be deemed non-precedential.

- C. The average regular work week for all Fire Officers assigned to work a 24 hour duty day shall be 49.78 hours.

The foregoing notwithstanding, as a variance to this Agreement the City and the Union agree that in 2013, 2014 and 2015, respectively, the average work week for all Fire Officers entitled to receive thirteen Kelly Days shall be 50.15 hours in lieu of 49.78 hours. The variance shall be deemed non-precedential.

- D. The normal work cycle for all employees shall be fourteen (14) days. For purposes of computing pay under the Fair Labor Standards Act (FLSA), each member's work cycle shall be established so that the employee's Kelly Day starts at 7:00 p.m. on the duty shift of the 14th day of the employee's work cycle and ends at 7:00 p.m. on the first day of the succeeding work cycle. If the duty shift starting time is changed, the employee's work cycle for FLSA purposes shall be adjusted accordingly. As a result of this work cycle, no employee will work a scheduled shift that will require the payment of overtime under the provisions of the FLSA.



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The foregoing notwithstanding, as a variance to this Agreement the City and the Union agree that in 2013, 2014 and 2015, respectively, the normal work cycle for all employees shall be twenty-eight (28) days. For purposes of computing pay under the Fair Labor Standards Act (FLSA) each Fire Officer's schedule a Kelly Day so that at least one such day is scheduled off within each of the thirteen work cycles within a calendar year. As a result of this scheduling, no employee will work a scheduled shift that will exceed the FLSA maximum of 212 scheduled work hours and no payment of overtime under the provisions of the FLSA will be required.

- E. The exception to this Section 7.1 shall be the Fire Inspector, EMS Chief, EMS Coordinator, Battalion Chief (Training), Battalion Chief (Operations) and Captain (Public Education Officer) or any other employee who is required to work a 40 hour work week five days at eight hours per day, Monday through Friday. The enumeration of specific positions, assignments or ranks in this Section shall not be construed to impair the City's Management Rights as set forth in Article XXIV of this Agreement or under law, including, but not limited to, the right to not staff such positions.

SECTION 7.2

Required Attendance at Certain Legal Proceedings. Any employee covered by this Agreement who is required to appear before the State's Attorney's Office, a Coroner's Jury, Inquest, Pre-trials, Liquor Hearings or before any Court with regard to information obtained while on duty or as a result of being an employee of the Joliet Fire Department shall be paid a minimum of four (4) hours pay at one and one-half (1½) his straight time rate. This Section shall apply when such appearance is required during an employee's off duty hours or other than on his regularly scheduled work shift.

SECTION 7.3

Employees Held Over at End of Shift. Any Fire Officer covered by this Agreement who is held over after the completion of his regularly scheduled twenty-four (24) hour shift shall be paid one and one-half (1½) times his regular straight time hourly rate for additional hours actually worked. No less than one (1) hour at one and one-half (1½) times his regular straight time hourly rate shall be paid to an employee when this Section applies.

SECTION 7.4

Employees Called Back to Work Between Shifts.

- A. Any Fire Officer covered by this Agreement who is called back to work after having completed his regularly scheduled shift and after having left his assigned place of work, and who actually commences performing assigned City work four (4) or more hours before the start of his next scheduled shift shall receive the greater of four (4) hours at one and one-half (1½) times his regular straight time hourly rate, or pay for all hours actually worked during the call back period at one and one-half (1½) times his regular straight time hourly rate. The basic regular straight time rate of this Article is established by section 7.5.
- B. If an employee is on vacation or taking a Kelly Day, they shall have the option of being a "no contact".
- C. Any Fire Officer covered by this Agreement who is called back to work after having completed his regularly scheduled shift and after having left his assigned place of work, and who actually commences performing assigned City work four (4) or less hours before the start of his next scheduled shift shall receive the greater of three (3) hours at one and one-half (1½) times his regular straight time hourly rate, or pay for all hours actually worked during the call back period at one and one-half (1½) times his regular straight time hourly rate.
- D. In the event a need for overtime should occur in the Department because of lack of personnel, vacations, sickness, or unforeseen conditions, overtime pay one and one-half (1½) times his regular rate, shall be paid to the Fire Officer working said overtime at his regular classified rate or at other such rate as the law may require. Should an officer shortage occur which requires a holdover, the following procedure shall be used to fill the opening.
 - 1. Shortages shall be filled using the existing overtime rules. However, only those Officers belonging to the division wherein the shortage exists shall be eligible to fill the vacancy, (e.g. should a shortage exist in the Suppression Division, only those Officers normally assigned to that division would be eligible to work the position. Officers assigned to the Training Division or Fire Inspection Division would not be eligible).

2. Officers shall not be assigned to work load in the rank higher than one rank above their current rank. Should this condition come about, the Fire Chief or his designee shall be notified.

A Seniority List shall be available in all Department Fire Stations. Said Seniority List shall also show the date of entry into the Department on a yearly basis.

- E. If a Fire Officer refuses overtime, he will automatically be passed by until a complete cycle of the Seniority List has been completed.

SECTION 7.5

Computation of Hourly Rates of Pay.

The Overtime and Straight Time Hourly Rates of Pay of employees, and the Sick Leave and Vacation Leave Buy-Out Rates of Pay shall be as set forth in the *Schedule of Wages and Other Compensation* attached hereto as Appendix 2

SECTION 7.6

A. Scheduled Mandatory Trades.

Employees covered by this Agreement shall be permitted to make scheduled mandatory trades of Kelly Days and compensatory days immediately following with the scheduling of vacation periods as set forth in Section 12.6. Mandatory trades shall be determined on the basis of Department Seniority in accordance with Section 8.3 of this Agreement.

B. Other Trades.

Employees covered by this Agreement shall, with the approval of the Shift Commander on duty, be permitted to make trades of work hours and Kelly Days with other employees, so long as each party is qualified to perform the duties of the other.

C. All Trades.

Employees, when working trades, shall not be entitled to any additional compensation. All trades shall be made in compliance with the provisions of the Rules and Regulations of the Joliet Fire Department.

SECTION 7.8

Temporary Appointment Pay. Whenever a Fire Officer is temporarily called upon to fill a vacancy in a rank higher than his own, he or she shall be paid ten percent (10%) more than the salary received for his or her permanent rank.

SECTION 7.10

Forty Hour Week Assignment. A Fire Officer assigned by the Fire Chief prior to January 1, 2012 to a 40-hour per week assignment shall be paid a differential equal to five percent (5%) of the Fire Officer's annual base salary for the duration of said assignment.

A Fire Officer assigned by the Fire Chief on or after January 1, 2012 to a 40-hour per week assignment shall be paid a differential equal to two and one half percent (2.5%) of the Fire Officer's annual base salary during the first year of said assignment. After the completion of the first year of the 40 hour per week assignment, the differential shall be increased by 2.5 percent (2.5%) of said Fire Officer's annual base salary for the duration of said assignment.

Each Fire Officer, while assigned to 40-hour per week duty, shall be eligible to accrue Compensatory Time as hereinafter set forth if that employee is required to perform work by the Fire Chief and the employee has worked in excess of an eight and one half (8.5) hour regular work day or a forty (40) hour regular work week.

Each Fire Officer, while assigned to 40-hour per week duty, shall accrue Compensatory Time at the rate one compensatory hour for each one hour worked in accordance with the requirements of this subsection.

The Fire Chief shall cause a record to be kept of all Compensatory Time accrued and used under this subsection. The use of Compensatory Time by a Fire Officer shall be in accordance with the policies of the Fire Chief.

A maximum of forty (40) hours of Compensatory Time may be accrued by each Fire Officer. Compensatory Time may be carried into a succeeding calendar year. All Compensatory Time shall be used prior to a Fire Officer's separation from service. There shall be no monetary reimbursement for any unutilized accrued Compensatory Time except in the case of a disability retirement. . Unutilized Compensatory Time shall be forfeited

SECTION 7.11

Unless otherwise expressly and specifically stated in this Agreement, travel time to and from an employee's residence and the location the employee is required to report for duty shall not be compensable or counted as hours actually worked for any purpose under this Agreement.

ARTICLE VIII

SENIORITY

SECTION 8.1

Types of Seniority. Three types of Seniority shall be recognized by this Agreement, but each shall apply only as expressly stated in this Agreement. The three types shall be designated:

- A. City
- B. Department
- C. Rank

SECTION 8.2

City Seniority. An employee's City Seniority shall consist of continuous accumulated full-time paid service with the City without regard to interdepartmental transfers. Computations of City Seniority shall commence with the first day of full-time employment with the City. City Seniority shall be used solely to determine the amount of vacation for which an employee qualifies and the amount of Longevity Pay for which an employee qualifies. Part-time employment does not contribute to City Seniority.

SECTION 8.3

Department Seniority. An employee's Department Seniority shall consist of continuous accumulated full time-paid service with the Fire Department of the City. Computation of Department Seniority shall commence with the first day of full-time employment in the Fire Department of the City.

- A. Department Seniority shall determine the order in which employees shall be laid off and recalled in the event that the City determines that such layoffs or recalls are necessary.
- B. Department Seniority shall determine the selecting of vacations and compensatory days and the scheduled trading of Kelly Days. An employee's Department Seniority for this purpose shall be compared with the Department Seniority of others assigned to the same shift without regard to rank. Shifts shall be designated as "A", "B", and "C".

SECTION 8.4

Rank Seniority.

- A. Rank Seniority shall be the period of an employee's most recent continuous full-time, permanent appointment to the established Joliet Fire Department rank of Lieutenant, Captain or Battalion Chief. The computation of rank seniority shall commence with the first day of appointment in a full-time permanent status of Lieutenant, Captain or Battalion Chief. Rank Seniority may be used solely for the

purpose of allowing Officers covered by this Agreement to bid for all existing positions or any new position created department wide. Nothing in this Section shall be construed to prevent the Fire Chief from making a temporary appointment in the event of such a vacancy, not to exceed fifteen (15) calendar days before the position is filled permanently by bid. If any employee in the bidding sequence cannot be contacted to bid, the employee will be contacted on the first day he returns to work. If the employee bids the work assignment, all or any less senior bids will become invalid, and any further bidding will resume from that point, to complete the bidding cycle.

- B. Departmental Seniority - Effective January 1, 1982, when an Officer's permanent bid position is disturbed or eliminated, he shall have the right to "bump" back to any less senior position, within his rank, on a rank seniority basis. When the "bumping" procedure is completed, the least senior officer, in that rank, shall be assigned the remaining position, for that rank, on whatever shift the opening occurs on.

SECTION 8.5

Computing Seniority. Seniority shall be computed only in terms of years, months, and days of continuous full-time employment or promotion. If more than one (1) person is appointed to the Fire Department on the same date, the order of appointment by the Board of Fire and Police Commissioners shall determine a seniority ranking between them, which ranking shall be recorded in their records.

SECTION 8.6

Termination of Seniority and Employment Relationship. Seniority (both City and Departmental) and the employment relationship between the City and a Fire Officer shall terminate when the Fire Officer:

- A. Quits, retires, is retired or is discharged; or
- B. Is absent from work for two (2) consecutive workdays without notifying the City, except in cases where it is physically impossible to notify the City and such impossibility is supported by satisfactory evidence presented by the Fire Officer, or is absent for more than four (4) workdays without submitting written application and receiving approval for a leave of absence; or

- C. Fails to report for work within forty-eight (48) hours after a written notice of recall is sent by the City by telegram, mailgram, or certified mail to the employee at his last address or record on file with the City, unless the employee is prevented from so reporting by illness or other satisfactory reason and notifies the City within forty-eight (48) hours of such condition; or
- D. Does not report for work at the termination of any approved leave of absence or vacation and has not requested and received an extension of such approved leave of absence or vacation prior to the expiration of the period covered by the original approved leave of absence or vacation, except in cases where, due to causes beyond the control of the employee which are supported by satisfactory evidence, the employee is prevented from so reporting or requesting such an extension; or
- E. Is absent from work due to lay off for a period of time equal to his seniority at the time of lay off or one year, whichever is shorter.

SECTION 8.7

City to Supply City Seniority Lists. On January 1st and July 1st of each year during the term of this Agreement, the City shall post a City Seniority List covering all non-probationary employees covered by this Agreement. A copy of such list shall also be mailed to the President of the Union.

SECTION 8.8

Layoff. In the event the City shall deem it necessary to temporarily layoff employees, such employees shall be temporarily laid off in the inverse order of their Department Seniority. When the City considers scheduling a temporary layoff, the matter shall first be submitted to the Fire Officers Union representatives for negotiations so that an orderly acceptable process may follow. Strict application of Department Seniority shall prevail.

As a variance to this Agreement and past practice, the City agrees that it will not layoff Fire Officers prior to December 31, 2015. This commitment does not affect or impair the authority of the City to impose discipline and to terminate Fire Officers for just cause. This variance shall be deemed non-precedential and may be terminated or modified by the City in its discretion after December 31, 2015.

SECTION 8.9

Recall. Employees in a temporary layoff status shall be recalled by the City in the order of their Department Seniority.

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ARTICLE IX

UNIFORMS AND PROTECTIVE CLOTHING

SECTION 9.1

Provided by the City. The City agrees to furnish an initial issue of any uniform, protective clothing or protective device which the City requires any employee to wear.

SECTION 9.2

Union Cooperation. The Union agrees that it will cooperate with the City in obtaining compliance by all employees covered by this Agreement with City requirements how such uniforms, protective clothing or protective devices shall be worn.

SECTION 9.3

Initial Issue.

- A. All newly promoted Fire Officers shall be granted any additional clothing and equipment required by their new rank, which was unnecessary in their previous rank. This allowance shall be in addition to those otherwise provided for in this Article. The newly appointed Fire Officer shall receive as a minimum two (2) short sleeve shirts, two (2) long sleeve shirts, and two (2) Class "C" shirts.
- B. Upon termination with the Department, for whatever reason, the cost of missing items, which are required to be surrendered, shall be deducted from the Fire Officer's final pay. Included in those items are the following:
 - (1) Protective clothing:
 - 1 each fire helmet with eye shield
 - 1 each fire coat with liner
 - 1 pair bunker pants with liner and suspenders
 - 1 pair bunker boots
 - 1 pair leather Gore-Tex gloves
 - 1 Nomex hood
 - (2) Other City property, including:
 - Departmental badges
 - Rank insignia
 - Keys to lockers, stations, etc.
 - Identification card
 - Any other City property for which the Fire Officer is accountable.

- C. Upon termination with the Department in good standing, the Fire Officer shall not be required to surrender the following items:

Fire Helmet
Departmental Badges

SECTION 9.4

Replacement and Cleaning Allowance.

In 1999 the City shall annually compensate each Fire Officer for dry cleaning and clothing maintenance in the amount of \$775.00. The phased elimination of this benefit shall be accomplished as set forth below. The salary schedules, rate tables and Holiday Stipend schedules contained in this Agreement include and accurately reflect the phased inclusion of the clothing maintenance benefit in base salaries.

- A. Increase the annual base salary of each Fire Officer by \$387.50 in 2000 after the general wage increase for 2000 has been calculated.
- B. Payment of \$387.50 to each Fire Officer with the first full payroll period in December of 2000.
- C. Increase the annual base salary of each Fire Officer by \$387.50 in 2001 after the general wage increase for 2001 has been calculated.
- D. The Replacement and Cleaning Allowance benefit shall terminate in its entirety after the base salary increase specified in sub-paragraph C. takes effect.
- E. Fire coats, bunker pants, gloves, fire hood, helmets and bunker boots that have outlived their useful life or have been damaged due to on-duty use shall not be considered to be items of equipment to be replaced by the employee from the allowances outlined in this Section.
- F. It is mutually understood by the City and the Union that in the event a Fire Officer should terminate employment with the Department for any reason during the period for which advance payment has been made as described in this Section, the Fire Officer shall have deducted from the final paycheck, on a prorated basis, the unearned portion of the advance payment.

SECTION 9.5

Restricted Wearing. The City and the Union agree that Fire Department uniforms, protective clothing and protective devices shall not be worn when Fire Officers are off-duty, except when required and/or authorized by the Fire Chief or the Chief's designated representative.

ARTICLE X

EMERGENCY LEAVE

SECTION 10.1

Emergency Leave Provision. In the event that a serious or unexpected emergency involving an employee's spouse, children or parents of an employee, spouse or domicile requires the employee's immediate attention, he will be permitted to leave work for the remainder of his workday, if necessary. The Shift Commander shall determine whether an emergency exists for purposes of this Article.

SECTION 10.2

Subsequent days. The employee shall return to work on his next scheduled workday unless he shall receive prior approval from the Fire Chief or his designated representative to extend such leave.

ARTICLE XI


SAFETY AND HEALTH

SECTION 11.1

Safety and Health. All parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations. Should an employee complain that his work for the City requires him to be in an unsafe or unhealthy situation, in violation of acceptable safety rules, the matter shall be adjusted immediately by the Chief or the Chief's authorized representatives. If the matter is not adjusted satisfactorily, the grievance may be processed according to the grievance Article of this Agreement. Notwithstanding the provisions of this Section, the City retains the right to promulgate and enforce safety rules and regulations.

SECTION 11.2

Occupational Supervision. The City agrees that there shall be one (1) Fire Officer on duty at all Fire Stations for each shift, with the exception of Fire Station No. 1 which shall have a Fire Captain bid on Engine One at Station No. 1 on each shift and a Fire Captain bid on Engine 8 at Station No. 8 on each shift. This provision shall not include the on-duty Battalion Chief.



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The parties acknowledge that the Fire Department currently typically operates with the following officer staffing at its Fire Stations. In addition to the on-duty Battalion Chief, there will be a Fire Officer assigned to each Ladder Truck, a Fire Captain assigned to each Fire Station, with the specific shift determined by the Fire Chief; and a Fire Captain bid to Engines 1, 8 and 9 and Tower 6 on each of the three shifts. The City intends to continue to operate with the current staffing levels during the term of this Agreement but nevertheless reserves the right to make changes as it determines to be appropriate. This Section shall not be interpreted or implied to create shift or rig manning or as any type of minimum manning or minimum staffing obligation on the part of the City. The City shall retain the right to remove equipment from service or close fire stations or implement any other operational change authorized by this Agreement or under law.

As a variance to this Agreement and past practice, the City agrees that, effective July 1, 2012 it will staff one Ladder Truck with a Fire Officer on every shift. In addition, as a variance to this Agreement and past practice, the City agrees that, effective January 1, 2013 it will staff an additional Ladder Truck with a Fire Officer on every shift. The parties further agree that no additional promotions shall be made for the sole purpose of implementing the staffing goals for the Ladder Truck positions. The variance shall be deemed non-precedential and may be terminated or modified by the City in its discretion after the expiration of this Agreement.

SECTION 11.3

Police Protection. The City agrees to provide adequate police protection and/or such other protection as may be required, according to the situation at a given time, for the protection of all Fire Fighters. The fire officer or man in charge at the scene of a disorder shall have the authority to withdraw firefighters who are endangered by the disorder, in which event fire equipment shall be withdrawn from the scene, if possible.

SECTION 11.4

Building, Equipment, Apparatus Maintenance. Major repairs of installation in fire houses or buildings customarily done by contract shall not be done by employees of the Department.

ARTICLE XII

VACATIONS

SECTION 12.1

Eligibility for Vacations. Effective January 1, 2000, Fire Officers covered by this Agreement shall be entitled to vacation leave during any year as set forth below, except that in 1999 only, and not thereafter, Fire Officers assigned to work a 24 hour duty day shall receive one additional vacation day than is set forth below, being equivalent to the vacation leave benefits contained in the 1997-1998 Agreement.

<i>Years of Continuous Employment With the City</i>	<i>Vacation Days Earned - 24 Hour Duty Day</i>	<i>Vacation Days Earned- 8 Hour Duty Day</i>
One (1) but less than Ten (10)	6	14
Ten (10) but less than Twelve (12)	8	17
Twelve (12) but less than Fifteen (15)	9	19
Fifteen (15) but less than Twenty (20)	10	21
Twenty (20) or more	11	24

SECTION 12.2

Birthday Allowance. In lieu of the anniversary of his birthday off as such, each employee assigned to a 24 hour duty day shall receive one 24-hour vacation day. Each employee assigned to a forty (40) hour regular work week shall receive two eight (8) hour vacation days. Such day or days shall be drawn as part of his scheduled vacation.

SECTION 12.3

Vacations Do Not Accumulate. Vacations must be taken each year and shall not accumulate, except that any employee who shall be requested by the City to forego all or any part of his vacation during one entire calendar year shall be allowed to carry over such vacation into the next year only.

SECTION 12.4

Vacation Pay. Each day of vacation credit outlined in Section 12.1 shall be the equivalent of the pay earned by an eligible employee on a regularly scheduled straight-time workday. Longevity and Educational Incentive Pay shall be added. Notwithstanding the calculation of vacation pay in days, in no event shall vacations be scheduled for periods of less than one (1) week without the Fire Chief's prior approval.

SECTION 12.5

Vacation in the Event of Termination or Extended Leave of Absence.

- A. Any employee who has met all of the eligibility requirements for a paid vacation, but whose employment terminates for any reason except just cause dismissal, shall be compensated for accrued but unused vacation at the employee's normal straight-time rate, plus longevity and education incentive pay.
- B. Any employee who retires from active employment with the City and commences receiving pension benefits which accrued due to his employment with the City shall be entitled to receive time off with pay prior to the effective date of his retirement, or to vacation pay after the effective date of his retirement.
- C. Any Fire Officer covered by this Agreement who suffers an on-the-job injury or job related illness prior to his vacation and lasting into or through his vacation shall not be required to use those days of his vacation during such injury or illness.
- D. Emergency vacations may be granted to any employee upon a showing of need therefor, provided the employee has accrued unused vacation leave to his credit.

SECTION 12.6

Scheduling. To the extent that it does not interfere with the safe, orderly and efficient operation of City services, employees shall be permitted to select vacation periods from those available in the Department's vacation schedule, based upon their seniority in the Department on their respective shifts. Employees who have not selected a vacation period prior to December 1st of the year prior to the year in which vacation may be scheduled to be taken. When scheduling vacations, employees may request any number of consecutive days, up to the maximum accrued at the time of request. However, in no case shall less than 24 consecutive working hours be scheduled.

SECTION 12.7

Staffing. It is agreed that the minimum number of Fire officers granted vacation leave shall be three (3) per shift. This number may be adjusted up or down by the Fire Chief as staffing levels change in order to smooth out the number of Fire Officers on paid leave (excluding Sick Leave and Disability Leave) each day and to minimize overtime.

Vacations shall be drawn on each shift by Departmental seniority, and shall be drawn in accordance with a mutually agreed upon, written plan, devised by the Union and the Fire Chief or the Chief's designated representative. This plan is to be designed, not only for the benefit of the people involved, but also to be consistent with the normal fire prevention and suppression responsibilities of the Department. Staffing requirements, as determined by the Fire Chief, the City Manager, or their designated representatives, shall be the deciding factor in any vacation plan. This plan, once established, shall remain in effect unless altered in a similar manner, as outlined for its establishment.

ARTICLE XIII

HOLIDAYS

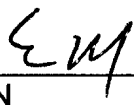
SECTION 13.1 Holidays

- A. General. Except as otherwise provided in this Article, holidays shall not be recognized for any purpose, including, but not limited to, earning premium pay, earning compensatory time or any other provisions formerly associated with holidays.
- B. 40 Hour Officers. In lieu of Kelly Days, Fire Officers assigned to a regular work week of 40 hours shall instead recognize the following holidays and shall be off:


New Year's Day
Easter Sunday
Memorial Day (last Monday in May)
Independence Day
Labor Day
Election Day - Illinois House of Representatives
Thanksgiving
Friday after Thanksgiving
Christmas Day

These officers shall also receive the annual lump sum "Holiday Stipend" set forth in Section 13.1(c) hereof.

- C. Holiday Stipend. The Holiday Stipend shall be as set forth in the *Schedule of Wages and Other Compensation* attached hereto as Appendix 2. The Holiday Stipend shall be paid on a separate check with the regular payroll for the first full 14 day pay



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period in each calendar year. The Holiday Stipend shall be treated as part of base salary for pension purposes.

ARTICLE XIV

LONGEVITY PAY

SECTION 14.1 Each employee hired prior to December 31, 1977, covered by this Agreement shall receive Longevity Pay on an annual basis as follows:

<u>Position</u>	<u>Years of City Seniority</u>				
	5	10	15	20	25
Fire Lieutenant	\$530	\$1,060	\$1,590	\$2,120	\$2,620
Fire Captain	\$585	\$1,170	\$1,755	\$2,340	\$2,840
Battalion Chief	\$645	\$1,290	\$1,935	\$2,580	\$3,080

SECTION 14.2 Any employee hired after December 31, 1977 who is not a Fire Officer as of January 1, 2000, shall not be eligible to receive Longevity Pay, except in accordance with the above table in consideration of 15, 20 and 25 Years of City Service.

SECTION 14.3 If a newly promoted employee from Local 44 is receiving Longevity Pay as a Firefighter/Apparatus Operator, they shall continue to receive this benefit as a member of this bargaining unit.

SECTION 14.4 Effective January 1, 2005, Employees in Local 2369 as of January 1, 2004 shall receive an additional longevity step in the amount of 4% of the Employee's annual base salary after attaining 28 years or more of Departmental Seniority and each year thereafter. The step shall only be paid as part of the employee's regular salary for the pay periods occurring in the month in which the Employee's anniversary date of hire falls. This benefit is not available to an Employee in any year in which the Employee receives the paramedic Certification Stipend.

ARTICLE XV

FUNERAL LEAVE

SECTION 15.1: Subject to the provisions of this Article, a maximum of two (2) duty days leave with pay shall be granted to an Employee in the event of a death in the immediate family. If the family member dies while the Employee is on duty, the Employee shall be entitled to take Emergency Leave for the remainder of the duty day in accordance with the provisions of Article X. In no event shall the second duty day of leave be later than the first calendar day following burial. The immediate family will include only:

- A. Spouse, children and spouse of children
- B. Parents or foster parents of employee and spouse
- C. Brothers and sisters, and brothers-in-law and sisters-in-law of the employee and his or her spouse.
- D. Grandchildren and grandparents of the employee and spouse.

SECTION 15.2: In the event of the death of an aunt or uncle of an employee or spouse, such employee may be given up to a maximum of four (4) hours off with regular straight time pay for the purpose of attending the funeral.

ARTICLE XVI

WAGES

SECTION 16.1 Annual Base Salary Schedule

The Annual Base Salary for each Employee shall be as set forth in the *Schedule of Wages and Other Compensation* attached hereto as Appendix 2. The duration of each salary step set forth therein shall be as follows:

SECTION 16.2 Salary Steps- Fire Officers Prior to January 1, 2012

The following schedule shall only apply to all Local 2369 Fire Officers that are, or were in, the Local Bargaining group prior to January 1, 2012.

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<u>Position</u>	<u>Step A</u>	<u>Step B</u>
Fire Lieutenant	First 48 months of service as a Fire Lieutenant	49 months or more of service as a Fire Lieutenant
Fire Captain	First 24 months of service as a Fire Captain	25 months or more of service as a Fire Captain
Battalion Chief	First 12 months of service as a Battalion Chief	13 months or more of service as a Battalion Chief

SECTION 16.3 **Salary Steps- Fire Officers On/After January 1, 2012**

The following schedule shall apply to those members of the Local that entered the Local on or after January 1, 2012.

<u>Position</u>	<u>Step A</u>	<u>Step B</u>
Fire Lieutenant	First 60 months of service as a Fire Lieutenant	61 months or more of service as a Fire Lieutenant
Fire Captain	First 36 months of service as a Fire Captain	37 months or more of service as a Fire Captain
Battalion Chief	First 36 months of service as a Battalion Chief	37 months or more of service as a Battalion Chief


SECTION 16.4 **Canine Officer**

For 1997 only, the City shall pay each K-9 Officer the sum of \$100.00 per month. In addition, each K-9 Officer will be granted one work day per month in compensatory time for the time the officer spends with the care and maintenance of the animal. If the K-9 Officer duties are assigned in a relief or backup role, the compensation outlined above shall be pro-rated to reflect actual time spent performing the relief responsibilities.

Effective January 1, 1998, the City shall pay each K-9 Officer the sum of \$100.00 per month. In addition, each K-9 Officer shall be granted one day's pay per month (24 hours pay times the employee's hourly rate specified this Agreement) for the time the Officer spends providing for the care and maintenance of the animal. If the K-9 Officer duties are assigned in a relief or backup role, the compensation outlined above shall be prorated to reflect actual time spent performing the relief responsibilities.



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ARTICLE XVII

IN-SERVICE TRAINING

SECTION 17.1

General. The City agrees that it will attempt to provide opportunities for in-service training with the objective of furthering the qualifications of employees. The Union agrees that it shall be the responsibility of employees to participate in such training programs. The City reserves the right to limit the number of employees who might be involved at any one time in in-service training.

SECTION 17.2

Compensation. The City agrees to compensate an employee covered by this Agreement who is required by the City to attend such courses or schooling during hours when he would not otherwise be at work. Compensation shall be at one and one-half (1½) times their regular straight time rate of pay as stated in Section 7.5(b). Employees who are required to attend such schooling more than twenty (20) miles from the City limits shall be compensated for their travel time. The City will also reimburse travel and room expenses when it has approved same before such expenses were incurred.

SECTION 17.3

Training Leave. Employees covered by this Agreement may be granted leave with pay and expenses as outlined in this Article to attend professional meetings, training institutes, and conferences at the discretion of the City Manager or Fire Chief.

ARTICLE XVIII

SICK LEAVE

SECTION 18.1

All Fire Officers who are assigned to work a regular forty (40) hour work week shall receive ten (10) hours with pay per month of continuous service credited to his or her sick leave accumulation.

- A. Any Officer who is off work for reasons other than an on-the-job illness or injury for a period of five (5) workdays or more in any given month shall not be eligible to accumulate the ten (10) hours sick leave for that month.
- B. The maximum accumulation record for such Fire Officers shall be one thousand five hundred eighteen (1,518) hours.

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SECTION 18.2

All Fire Officers who are assigned to a 24 hour regular work day shall receive fourteen (14) hours with pay per month of continuous service credited to his or her sick leave accumulation record.

- A. Any Officer who is off work for reasons other than an on-the-job illness or injury for a period of three (3) regular work days or more in any given month shall not be eligible to accumulate the fourteen (14) hours sick leave for that month.
- B. The maximum accumulation record for such Fire Officers shall be two thousand one hundred thirty (2,130) hours.

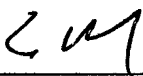
SECTION 18.3

Each employee who terminates employment with the City shall receive no compensation for accumulated but unused Sick Leave unless at the effective date of termination the employee is at least fifty (50) years of age and has at least twenty (20) years of service as a sworn fire officer with the City or as provided hereinafter by Section 18.4. Each employee who meets these requirements or the beneficiary or estate of each employee who meets these requirements shall receive compensation for unused sick leave as follows:

- A. Twenty-four hour duty day employee - for up to one thousand four hundred twenty (1,420) hours of unused sick leave multiplied by an amount equal to forty percent (40%) of the employee's Base Hourly Wage, plus their Educational Incentive Pay and Longevity Pay factored to an hourly rate.
- B. Forty (40) hour regular work week employee - for up to one thousand twelve (1,012) hours of unused sick leave multiplied by an amount equal to forty percent (40%) of the employee's Base Hourly Wage, plus their Educational Incentive Pay and Longevity Pay factored to an hourly rate.

SECTION 18.4

- A. Each employee who is granted both an indefinite Unpaid Disability Leave and either a disability benefit or disability pension from the Fire Pension Board shall receive compensation for accumulated Sick Leave upon commencement of the disability benefit or pension as follows:
 - 1. Twenty-four (24) hour duty day employee - for up to one thousand four hundred twenty (1,420) hour of unused Sick Leave multiplied by an amount equal to



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forty percent (40%) of the employee's Base Hourly Wage plus their Educational Incentive Pay and Longevity Pay factored to an hourly rate.

2. Forty (40) hour regular work week employee - for up to one thousand twelve (1,012) hours of unused Sick Leave multiplied by an amount equal to forty percent (40%) of the employee's Base Hourly Wage, plus their Educational Incentive Pay and Longevity Pay factored to an hourly rate.

- B. Each employee who is compensated for unused Sick Leave by this Section and who subsequently returns to work shall refund such compensation to the City and shall refund such compensation to the City and shall be reinstated with the number of Sick Leave hours which the employee had accumulated at the commencement of the leave.

SECTION 18.5

Sick Leave credit may be used for illness, injury or off the job incurred disability. Eight (8) hours of sick leave credit with pay shall be deducted from a forty (40) hour Fire Officer's sick leave accumulation record for each duty day not worked due to illness, injury or off the job disability. However, a Fire Officer working a forty (40) hour week having attained the age of forty-five (45) through sixty-five (65) shall have six (6) hours deducted from his sick leave bank for every eight (8) hours of sick time.

SECTION 18.6

Sick Leave credit may be used for illness, injury, or off the job incurred disability. Eleven and two-tenths (11.2) hours of sick leave credit with pay shall be deducted from a 24 hour duty day Fire Officer's sick leave accumulation record for each duty day not worked due to illness, injury or off the job disability. Notwithstanding the foregoing employees who are members of the bargaining unit as of January 1, 1993, who are 45 years of age or over or after reaching 45 years of age shall have 8.4 hours deducted from their sick leave bank for every 24 hour sick time.

SECTION 18.7

A physician's statement may be required of any Fire Officer before sick leave pay is given. However, in all cases where three (3) consecutive duty days are missed by a Fire Officer due to illness, injury or disability, a physician's statement will be required before sick leave pay is given. Such statements will give reasons for the Fire Officer's inability to perform his duties and will become a part of the Fire Officer's Personnel Record. Physician statements may be used in determining from time to time whether or not a Fire Officer is able to continue the performance of duties and responsibilities.

SECTION 18.8

The City shall have the right to request a separate medical evaluation and/or opinion, from a specialist, if necessary, concerning the status of an employee's ability to return to duty, when incapacitated in accordance with this Article. The City and/or its agent shall bear any and all costs of such inquiry. If the evaluation and/or opinions of the employee's and the City's physicians are contradictory and/or opinions of the employee's and the City's physicians are contradictory and/or inconclusive, the City shall be able to initiate action, based upon its physician's statement. However, either party shall have the right to request a third separate medical evaluation and/or opinion from a physician who shall be an appropriate specialist, but not in practice with either physician rendering the previous evaluations and/or opinions. If a third examination is desired by either the City or the employee, the City will bear any and all related costs. If both parties request a third medical evaluation and/or opinion, the third physician shall be selected by the previous attending physicians, as outlined above, and the costs shall be borne by the City. Both the City and the employee shall abide by the majority medical evaluations and/or opinions. Such evaluations and/or opinions may be required of the employee by the City and/or its agent monthly, while an employee is in such status.

SECTION 18.9

Any employee who is determined to be permanently disabled shall be entitled to use his accrued sick leave for a period of nine (9) calendar months commencing with the start of disability. Determinations as to the employee's condition shall be in accordance with the procedures of Section 18.9. When a determination of permanent disability has been made, the employee shall apply for a disability pension or shall be subject to termination by the City.

SECTION 18.10

Light Duty.

A. At the discretion of the Fire Chief, and upon authorization of a physician, a Fire Officer may be placed on Light Duty under the direct supervision of the Fire Chief and/or Shift Commander. This light duty assignment shall be classified as follows:

1. Duty Related Injury/Illness An affected individual, upon authorization of a physician, shall select one (1) of two (2) work options.

(a) Eight (8) hour work day (40 hour week).

- (b) Twenty-four (24) hour work day on his or her respective shift.

2. Non-Duty Related Injury/Illness Individual, upon authorization of a physician, shall select one (1) of three (3) work options.

- (a) Eight (8) hour work day (40 hour week).
- (b) Twenty-four (24) hour work day on his or her/her respective shift.
- (c) Remain on Sick Leave until authorized by physician to return to full duty or until the employee exhausts his or her Sick Leave, whichever occurs first.

- B. Light Duty personnel shall not fill any vacancies on front line equipment.
- C. Light duty assignments shall commence no sooner than the employee's next regularly scheduled duty day.

ARTICLE XIX

EDUCATION AND TRAINING

SECTION 19.1 General. The City shall make every possible effort to provide opportunities for in-service training with the objective of furthering the qualifications of employees. The Union, in turn, agrees that it shall be the responsibility of the employees to take advantage of the training.

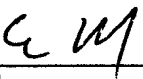
SECTION 19.2 Special Schools and Courses. The Union and the City jointly agree to work together to formulate a program of special schools and courses for the employees of the Fire Department designed to improve their performance and qualify them for promotion.

SECTION 19.4 Tuition Reimbursement Assistance.


The City shall reimburse all employees only for expenses of books and tuition incurred as the result of voluntary participation in academic, educational, training and/or vocational course work provided that:

- A. The individual course is directly related to the employee's professional development, in pursuit of current fire duties; and
- B. The individual course is approved in advance by the Fire Chief, the City Manager or their designated representatives; and
- C. The employee maintains a minimum evaluation of "C" or its equivalent (Pass) in each course for which related reimbursement is sought; and
- D. The expenses incurred are properly documented by voucher or other supporting documents; and
- E. The expenses incurred are not reimbursable through other sources available to the employee, e.g. Federal and State Veteran's benefits, etc.; and
- F. That the course work is part of school's program, approved by the City, leading up to a Bachelor's Degree or Master's Degree; and
- G. That the individual has been admitted to the school, with a prescribed course of studies leading to an Associate's, Bachelor's or Master's Degree, and that the individual takes a minimum of one (1) three hour course each semester, excluding summer school.
- H. If an Employee voluntarily leaves the service of the City within 24 months of completing coursework for which the City has made reimbursement, the employee shall repay to the City the full amount of the reimbursements made by the City in the 24 months preceding the Employee's separation, provided however, the employee shall not be required to repay reimbursements made by the City prior to January 1, 2004. This repayment may be deducted by the City from a separating Employee's final paycheck.

As a variance to this Agreement, effective January 1, 2012, the Tuition Reimbursement Benefit authorized by Section 19.4 of this Agreement shall be suspended. Provided, however, that this suspension shall not affect a Fire Officer who as of such date is enrolled in a qualified course or program and has been duly authorized to receive such benefits. The variance shall be non-precedential.



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ARTICLE XX

UNION BUSINESS

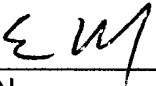
SECTION 20.1 Upon implementation of this Agreement, a list of names of the officers of the Union shall be submitted to the City Manager, Fire Chief, Director of Human Resources and Director of Management and Budget. Revisions of this list shall be submitted to these individuals within thirty (30) days of any changes thereto.

SECTION 20.2 With the approval of the Shift Commander, a union representative may be granted time off with pay to attend Grievance and Arbitration Proceedings when required during his or her normal tour of duty.


SECTION 20.3 A Union Officer or Executive Board Member duly authorized by the Union shall be granted leave from duty with pay for the purpose of processing grievances when required during his or her normal tour of duty.

SECTION 20.4 A Union Officer or Executive Board Member certified by the President of the Union shall have the right to conduct such Union business as required for the efficient operation of the Union which shall not interfere with the normal operation of the department, including but not limited to the following:

- A. Preparing of Grievance and processing same while on duty.
- B. Discussing of Union activity while on duty and distribution of Union material and information.
- C. Placement of Union material on Union bulletin boards.
- D. Collective discussions concerning Union matters while on duty.
- E. Activity by Union Officers or Stewards under this Section shall not interfere with the operations of the Department.
- F. When required to conduct Union business, Union Officers, House Stewards and union representatives are authorized to be present at all locations where Fire Officers are assigned and such other locations as may be agreed upon by both the Union and the City. It is understood that the Union is permitted to have permanent House Stewards.



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SECTION 20.5

For Union business purposes, officers of the Union shall be authorized to trade hours of work with other Fire Officers in accordance with Section 7.6 (B) and (C) of this Agreement so long as this does not interfere with normal operations of the Fire Department, as determined by the Fire Chief, or require the payment of overtime, Temporary Appointment Pay, holdover pay, callback pay or other enhanced compensation by the City. The Union, or the individual, shall be allowed to compensate the replacement for time worked.

ARTICLE XXI**GROUP INSURANCE PROGRAM**

Unless otherwise stated herein, the City and the Union agree that this Article shall remain in effect until December 31, 2021.

SECTION 21.1 **Active Employees**(a) **Group Health Insurance Benefits for Active Employees**

The City shall provide group health insurance benefits for each permanent, full-time employee covered by this Agreement, and their dependents, in accordance with the Plan Document ("Plan") currently on file in the Office of the City Clerk, except as may be otherwise expressly set forth herein. A summary of the key health insurance benefits to be provided by the City to eligible active employees is as follows:

<u>SUMMARY OF KEY HEALTH INSURANCE BENEFITS FOR ACTIVE EMPLOYEES</u>	
<u>General Provisions</u>	
<u>Item</u>	<u>Benefit</u>
Lifetime Maximum for all Benefits	\$3,000,000
Individual Premium	\$50 payroll deduction per pay period (\$1,300 per benefit period) (effective 1/1/2010)
Family Premium	\$50 payroll deduction per pay period (\$1,300 per benefit period) (effective 1/1/2010)
Individual Deductible Participating Provider	\$250 per benefit period (effective 1/1/2010)
Non-Participating	\$500 per benefit period (effective 1/1/2010)
Family Deductible Participating Provider	\$500 per benefit period (\$250/person, not to exceed \$500 for entire family) (effective 1/1/2010)
Non-Participating	\$1,000 per benefit period (\$500/person, not to exceed \$1,000 for entire family) (effective 1/1/2010)



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Individual Out-of-Pocket Expense Limit (does not apply to all services – see Plan Document) Participating Provider Non-Participating	\$1,000 per benefit period \$3,000 per benefit period
Family Out-of-Pocket Expense Limit (does not apply to all services – see Plan Document) Participating Provider Non-Participating	\$3,000 per benefit period \$9,000 per benefit period
<u>Hospital Benefits</u>	
<u>Item</u>	<u>Benefit</u>
Inpatient Covered Services Participating Provider Non-Participating	100% of the Eligible Charge 70% of the Eligible Charge
Outpatient Covered Services Participating Provider Non-Participating	100% of the Eligible Charge 70% of the Eligible Charge
Hospital Emergency Care	80% of the Eligible Charge
<u>Physician Benefits</u>	
<u>Item</u>	<u>Benefit</u>
Surgical Covered Services Participating Provider Non-Participating	100% of the Maximum Allowance 70% of the Maximum Allowance
Medical Covered Services Participating Provider Non-Participating	80% of the Maximum Allowance 70% of the Maximum Allowance
Emergency Medical Care when rendered by a Physician	80% of the Maximum Allowance
<u>Prescription Drug Program Benefits</u>	
<u>Item</u>	<u>Employee Copayment</u>
Generic Drugs	\$8 per prescription
Brand Name Drugs (for which there is no generic available) and Diabetic Supplies	\$15 per prescription
Brand Name Drugs (for which there is a generic available)	\$35 per prescription
<u>Home Delivery Prescription Drug Program (90 day supply)</u>	
Generic Drugs	\$14 per prescription
Brand Name Drugs (for which there is no generic available) and Diabetic Supplies	\$28 per prescription
Brand Name Drugs (for which there is a generic available)	\$68 per prescription

<u>Dental Benefits</u>	
<u>Item</u>	<u>Benefit</u>
Deductible	\$25 per benefit period
Preventative Services	100% of the Usual and Customary (U&C) Fee
Primary Services	100% of the U&C Fee
Major Services	50% of the U&C Fee
Benefit Period Maximum	\$1,000
Orthodontic Services	50% of the U&C Fee
Orthodontics Lifetime Maximum	\$1,000
Passive PPO Plan	Same benefits and limits as above

(b) **Group Term Life Insurance Benefits for Active Employees**

In addition to the foregoing group health insurance benefits, the City shall also provide, at no charge to the employee, group term life insurance for each active full-time employee, but not their dependents, with a death benefit of \$10,000 payable as directed by the covered employee.

(c) **Group Long Term Disability Benefits for Active Employees**

In addition, the City shall provide, at no charge to the employee, group long term disability insurance for each active full-time employee.

(d) **Working Spouses and Dependents of Active Employees**

(1) **Primary Coverage Limited**

In the event the spouse or a dependent of an active employee enrolled in the City's group health insurance plan is employed on a non part-time basis (defined 36 hours or more per week on average), and the spouse or dependent is eligible for health insurance provided by his or her employer, then the spouse or dependent shall not be insured by the City on a primary basis. Coverage by the City on a secondary basis shall be available, provided the spouse or dependent has enrolled with his or her employer for primary coverage, the spouse or dependent is properly enrolled in the City's Plan and all applicable premiums and copayments are paid as required.

(2) **Waiver/Premium Credit**

In the event the employer of the employee's spouse or dependent offers health insurance benefits, but does not offer individual coverage to the spouse or dependent on a primary basis for a premium totaling \$1,300 or less per year, then, at the option of the City, the City may elect to either waive the limitation on primary coverage set forth herein or provide the active employee with a credit against premiums due the City in the amount that the third party employer premiums exceed \$1,300 per year. The City may make or modify this election during each annual open enrollment

period or at the time the City is informed by the employee that the employee's spouse or dependent has become eligible for employer-provided health insurance as provided below.

(3) *Duty of Employee to Notify City of Status of Spouse or Dependent*

The City shall provide an annual open enrollment process in which the employee shall be required to provide sufficient information to the City to establish the proper status of a spouse or dependent in order to determine eligibility for benefits and appropriate premiums and copayments under this Section. In addition, employees shall notify the City of a spouse or dependent becoming eligible for employer-provided health insurance within thirty (30) days of such eligibility. The City shall also permit mid-year changes in enrollment status of spouses and dependents due to changes in employment status.

An employee's failure to timely notify the City of a change in the status of a spouse or dependent, or to provide complete and accurate information required by the City pursuant to this Section may constitute just cause for discipline and for the denial or limitation of benefits and for the reimbursement of benefits improperly paid.

(4) *Coordination of Benefits-Dependent Children of Parents not Separated or Divorced or of Divorced Parents Having Joint Custody*

In the event that a dependent child is covered by more than one health insurance plan, then the plan covering the parent whose birthday falls earlier in the year shall provide primary coverage for the dependent child. If both parents have the same birthday, then the plan that has provided coverage longer shall provide primary coverage.

(5) *Coordination of Benefits-Dependent Children of Divorced or Separated Parents*

In the event that a dependent child is covered by more than one health insurance plan, then the plan covering the parent with custody of the child shall provide primary coverage and the plan of the spouse of the parent having custody shall provide secondary coverage. The plan of the parent not having custody of the child shall provide the next level of coverage.

The foregoing notwithstanding, if an order or decree issued by a court of competent jurisdiction provides a different method of coordination of benefits, then such method shall govern and control upon proper notification to the affected plans.

(e) Active Employee Election to Opt Out of Plan

An active employee may opt out of the City's group health insurance plan at any time upon the submittal of written notice to the Department of Human Resources, or as the City Manager may otherwise direct. An election to opt out shall take effect on the first day of the second complete pay period following the submittal of written notice.

An employee that opts out shall not be required to pay the required premium for the City's group health insurance plan. In addition, an active employee that elects to opt out shall be eligible for an Opt Out Incentive. The amount of the Opt Out Incentive for employees having individual coverage shall be \$100 per pay period. The amount of the Opt Out Incentive for employees having family coverage shall be \$200 per pay period. The Opt Out Incentive shall be paid in conjunction with regular payroll but, to the extent permitted by law, shall not be considered salary for purposes of calculating hourly rates, pension benefits, overtime pay, holiday stipend, sick leave or vacation buyouts. The City may withhold income taxes from the Opt Out Incentive.

An employee who elects to opt out shall not be eligible for City group health insurance benefits after the opt out notice takes effect, whether on a primary, secondary or other basis. An election to opt out shall remain in effect until properly rescinded by the employee. In order to rescind an election to opt out, the employee must file a written notice with the Department of Human Resources that the employee is reenrolling in the City's group health insurance plan for the upcoming benefit period. This notice can only be filed during the annual open enrollment period or upon the occurrence of a midyear Qualifying Change in Status. The Opt Out Incentive shall be terminated at the time the opt out rescission takes effect.

For the purposes of this Section, a Qualifying Change in Status shall mean an event that affects eligibility for coverage in the City Plan, such as marriage, legal separation, divorce, loss of all eligible dependents, gain of eligible dependents, an employee gaining or losing eligibility for coverage in another health insurance plan, loss or gain of Medicare for any reason and coordination of a spouse's open enrollment period.

An Employee having a spouse that is also employed by the City, or that is enrolled on the City's Plan in his or her own right as a City retiree or disabled person, is not eligible for the Opt Out Incentive, unless both the Employee and his or her spouse elect to opt out, in which case neither the Employee nor the spouse shall be entitled to coverage on the City's Plan on a primary, secondary or other basis.

An Employee having a spouse that is also employed by the City shall be required to pay the monthly premium on an individual or family basis as the employee may designate (unless both the Employee and the Employee's spouse elect to opt out as provided above). In addition, if such an employee and his or her City-employed spouse enroll for family coverage, then the City shall provide coverage to the employee, the spouse and their respective dependents on a primary and secondary basis for Hospital

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Benefits and Physician Benefits (but not Dental Benefits or Supplemental Vision Benefits).

SECTION 21.2 **Separating Employees (Retirees)**

Unless otherwise stated herein, the City and the Union agree that this Section shall remain in effect until December 31, 2021.

The City of Joliet shall allow each former employee who at the time of separation has a minimum of twenty (20) years of service as a full time City of Joliet Fire Officer and who is at least 50 years of age to continue to receive the following group insurance benefits.

<u>SUMMARY OF KEY HEALTH INSURANCE BENEFITS FOR SEPARATING EMPLOYEES</u>	
<u>General Provisions</u>	
<u>Item</u>	<u>Benefit</u>
Lifetime Maximum for all Benefits	\$3,000,000
Premium	\$0 for the separating employee. \$118.20 per month for a spouse under 65, \$59.10 per month for a spouse over 65 (on Medicare) and \$217.68 per month for family coverage
Individual Deductible Participating Provider Non-Participating	\$250 per benefit period (effective 1/1/2010) \$500 per benefit period (effective 1/1/2010)
Family Deductible Participating Provider Non-Participating	\$500 per benefit period (\$250/person, not to exceed \$500 for entire family) (effective 1/1/2010) \$1,000 per benefit period (\$500/person, not to exceed \$1,000 for entire family) (effective 1/1/2010)
Individual Out-of-Pocket Expense Limit (does not apply to all services – see Plan Document) Participating Provider Non-Participating	 \$1,000 per benefit period \$3,000 per benefit period
Family Out-of-Pocket Expense Limit (does not apply to all services – see Plan Document) Participating Provider Non-Participating	 \$3,000 per benefit period \$9,000 per benefit period
<u>Hospital Benefits</u>	
<u>Item</u>	<u>Benefit</u>
Inpatient Covered Services Participating Provider Non-Participating	100% of the Eligible Charge 70% of the Eligible Charge
Outpatient Covered Services Participating Provider Non-Participating	100% of the Eligible Charge 70% of the Eligible Charge


Hospital Emergency Care	80% of the Eligible Charge
<u>Physician Benefits</u>	
<u>Item</u>	<u>Benefit</u>
Surgical Covered Services Participating Provider Non-Participating	100% of the Maximum Allowance 70% of the Maximum Allowance
Medical Covered Services Participating Provider Non-Participating	80% of the Maximum Allowance 70% of the Maximum Allowance
Emergency Medical Care when rendered by a Physician	80% of the Maximum Allowance
<u>Prescription Drug Program Benefits</u>	
<u>Item</u>	<u>Employee Copayment</u>
Generic Drugs	\$8 per prescription
Brand Name Drugs (for which there is no generic available) and Diabetic Supplies	\$15 per prescription
Brand Name Drugs (for which there is a generic available)	\$35 per prescription
<u>Home Delivery Prescription Drug Program (90 day supply)</u>	
Generic Drugs	\$14 per prescription
Brand Name Drugs (for which there is no generic available) and Diabetic Supplies	\$28 per prescription
Brand Name Drugs (for which there is a generic available)	\$68 per prescription

In addition to the foregoing group health insurance benefits, the City shall also provide, at no charge to the employee, group term life insurance for each eligible separating employee, but not their dependents, with a death benefit of \$10,000 payable as directed by the separated employee.

The parties acknowledge that there currently is pending in the Illinois Appellate Court a case docketed as No. 3-11-0865. This case involves a claim brought by four individual retirees which asserts that the annual deductible, prescription drug co-payments and certain other retiree obligations as described in this Section, as originally implemented on January 1, 2010, violate their rights under Article XIII, Section 5 of the Illinois Constitution. The City and the Union agree that under the terms of this Agreement, and all predecessor collective bargaining agreements, the City is authorized to require the payment of a premium for retiree dependent coverage based on the full cost of such coverage. The parties further acknowledge that under the terms of this Agreement that the City has agreed to not fully exercise this authority as to those retirees that pay the annual deductible, prescription drug co-payments and certain other retiree obligations required by this Section. Therefore, in the event one or more of the plaintiffs in said case, or any other retiree, does not pay the annual deductible, prescription drug co-payments and certain other retiree obligations as described in this Section, then, as to such persons only, the City may fully exercise its contractual authority and may increase the premium charged for coverage of the dependents of the retirees in an amount not to exceed, in total, the full cost of such coverage. The City



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agrees to defend and indemnify the Union from any claim asserted against the Union by one or more of the Plaintiffs in the aforesaid Case No 3-11-0865 related to the statements and the agreements made by the Union in this sub-paragraph.

SECTION 21.3 **Health Benefit Plan for Disabled Employees**

The City shall allow each former employee who at the time of separation is receiving a disability pension benefit to continue to receive the following group insurance benefits.

- (a) Hospital Benefits and Physician Benefits, including eligible dependents, as outlined above.
- (b) Dental Benefits, including eligible dependents, as outlined above.
- (c) Group term life insurance in the amount of \$10,000.
- (d) Prescription Drug Program Benefit, as outlined above.

The City shall bear the cost of these benefits for the disabled employee and the employee's eligible dependents, until the employee reaches age 50, at which time the disabled employee shall pay the monthly premium charges for eligible dependents.

SECTION 21.4 **Health Benefit Plan for Surviving Spouse**

The City of Joliet shall allow a surviving spouse and eligible dependents of a deceased employee, either active or retired at the time of death, to maintain Hospital Benefits, Physician Benefits and Prescription Drug Program Benefits, provided these individuals pay the monthly premium charges for this coverage to the City. This coverage shall cease upon remarriage of the employee's spouse.

SECTION 21.5 **Plan Coverage**

Payment of any and all benefits described in this Article shall be made solely in accordance with and subject to the terms, conditions and provisions of the Plan Documents which are on file in the Office of the City Clerk. Each covered employee shall receive a booklet describing the coverages provided under both the Group Life and Hospitalization, Dental and Long Term Disability plans.

SECTION 21.6 **Joint Health Care Review Committee**

The Union shall designate one (1) of its members to represent it on the Joint Health Care Review Committee, consisting of one (1) representative from each bargaining unit and designated members of the City Administration. This committee shall meet at least monthly during the term of this contract, in order to determine and establish the most cost beneficial health care program to both the City and its employees.



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This Section shall be without prejudice to the right and authority of the City and the Union to bilaterally negotiate issues pertaining to health insurance and, in the event of impasse, to seek interest arbitration in accordance with applicable law.

SECTION 21.7 **Other Benefits**

(a) Wellness Benefit

Each employee and dependents are eligible to receive reimbursement up to a maximum of \$200.00 per calendar year for treatment or services rendered for eye care, or the \$200.00 reimbursement may be used by the employee for the purpose of participating in a physical fitness program at an accredited college, health club or public gymnasium. However, the allowance of \$200.00 for an Annual Routine Physical Examination, provided under the City's Health Benefit; Plan, shall be forfeited if the employee uses the \$200.00 allowance for eye care or a qualifying physical fitness program.

(b) Supplemental Accident Benefit Repealed

The \$300 Supplemental Accident Coverage benefit is repealed effective October 1, 2009.

(c) Supplemental Vision Benefit

Effective January 1, 2010, in addition to any other benefit provide under this Agreement, each Employee and their dependents shall be eligible for a group vision care benefit with an annual benefit limit of \$150.00 per benefit period for the purchase of prescription vision care products and professional vision care services, including, but not limited to, eye examinations by a licensed ophthalmologist or optician, prescription eyeglasses, prescription contact lens and vision correction or enhancement surgery by a medical doctor.

SECTION 21.8 **Section 125 Plan**

The City shall administer a Section 125 plan as provided under the Internal Revenue Code.

ARTICLE XXII

LINE OF DUTY DEATH AND INJURIES

SECTION 22.1

The City shall assume and pay, directly from its own funds or through the proceeds of insurance procured by the City, or a combination thereof, medical and hospital expenses (in excess of, or not otherwise paid by, all applicable hospital, medical and Workers' Compensation Insurance) required for the treatment of in-line-of-duty injuries and service connected disabilities sustained by Fire Officers of the City of Joliet.

- A. In the event an employee should receive in-line-of-duty injuries or suffer service connected disability rendering him temporarily unable to perform his duties, he shall receive in supplement to any Workers' Compensation Income benefits which may be due, in equal monthly payments during such temporary disability but not to exceed in all a period of twelve (12) calendar months commencing from the date of injury, the difference between any Workers' Compensation income benefits due or received and his regular salary.
- B. It is recognized and agreed that the employee's and the City's contribution to the Fire Fighters Pension Fund, during the time and supplementary payments are being made under this Article for line of duty injuries, shall be in an amount equal to the same payments that would be made if the employee were drawing his regular monthly salary.

SECTION 22.2

The City, or its appropriate insurance carrier, acting as designated legal agent of the City, shall have the right to request a separate medical evaluation and/or opinion, from a specialist, if necessary, concerning the status of an employee's ability to return to duty, when incapacitated in accordance with this Article. The City and/or its agent shall bear any and all costs of such inquiry. If the evaluations and/or opinions of the employee's and the City's physicians are contradictory and/or inconclusive, the City shall be able to initiate action, based upon its physician's statement. However, either party shall have the right to request a third separate medical evaluation and/or opinion from a physician who shall be an appropriate specialist, but not in practice with either physician rendering the previous evaluations and/or opinions. If a third examination is desired by the City or the employee, the City shall bear any and all related costs. If both parties request a third medical evaluation and/or opinion, the third physician shall be selected by the previous attending physicians, as outlined above,

and the costs shall be borne by the City. When appropriate, reference shall be made in all cases to physicians approved by the respective Pension Boards. Both the City and the employee shall abide by the majority medical evaluations and/or opinions. Such evaluations and/or opinions may be required of the employee by the City and/or its agent monthly, while an employee is in such status.

SECTION 22.3

If an employee is killed in the line of duty, the City shall provide and pay for group health insurance benefits for the surviving spouse and eligible dependents as outlined in Section 21.1 and 21.5 of this Agreement; provided however, that should the spouse or dependents become covered by a similar health insurance program, the City's obligation hereunder shall cease.

ARTICLE XXIII

DEPARTMENTAL CLASSIFICATION JOB SECURITY

SECTION 23.1

When vacancies occur in job classifications covered by this Agreement within the Joliet Fire Department because of promotions, resignations, involuntary terminations, or retirements, such vacancies shall be filled from the ranks of the Joliet Fire Department, in accordance with Police and Fire Commission Laws applicable to Joliet. The Union shall be notified at least ninety (90) calendar days prior to such exams being given and whenever possible the Union shall be given 180 days notice.

SECTION 23.2

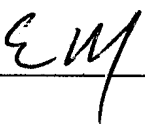
The City and the Union agree to the amendment of the Rules and Regulations of the Board for Fire Lieutenant, Fire Captain, and after April 1, 1998, Battalion Chief promotions (Section B(b)(1) and Section C(b)(1) as follows:

"The computation of grade for this promotional appointment shall consist of a weighted grade of 80% written examination and up to 20 points for seniority. In determining the eligible register, only the final grade for this promotional appointment shall be considered in arriving at the relative ranking of individuals on an eligible register. The final grade shall be determined and comprised of the total of weighted scores for the written examination and seniority."

SECTION 23.3

The City and the Union further agree that all Fire Officers must be certified as a Fire Fighter III by the State Fire Marshall's Office of Illinois, Division of Personnel and Standards to be eligible to take a promotional examination in the Joliet Fire Department.

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SECTION 23.4

For reasons stated below, the City and Union agree that the Fire Chief may prohibit Employees from performing active fire fighting and/or EMS duties for jurisdictions operating a paid or volunteer fire department other than the City of Joliet.

1. The provision of fire protection services and EMS services to the public is a dangerous occupation requiring highly trained, physically capable personnel using appropriate methods and equipment under the direction of experienced supervisors. As such, the performance of fire protection duties without the requisite training, methods, equipment or supervision may threaten the health and well-being of employees and the public.
2. Employees who perform fire protection duties on a voluntary basis or as a result of outside employment are subject to increased exposure to hazardous conditions that may result in a greater incidence of illness or injury. Consequently, the performance of such duties for other municipalities may have a direct bearing on employees' ability to perform fire protection duties for the City of Joliet.
3. State statute has established a presumptive causal relationship between an employee's fire suppression duties and certain heart and lung disabilities the employee may develop. The City of Joliet and its taxpayers are financially liable for the employee's duty disability benefits, and must be confident that such disabilities are the result of the employee's work for the City and not for another municipality.
4. The prohibition against employees of the Joliet Fire Department from performing fire fighting and/or EMS duties for jurisdictions other than the City of Joliet shall be in effect upon ratification of this Agreement.

SECTION 23.5

The City and the Union agree to the amendment of Chapter IV, Section 1, Sub-section C. of the Rules and Regulations of the Board of Fire and Police Commissioners with respect to Fire Seniority as follows:

Fire Seniority Credits shall be calculated based on the total amount of Departmental Seniority accumulated by the Employee. One full year of Departmental Seniority shall equal one point. A partial year of Departmental Seniority shall equal .00274 points per calendar day of Departmental Seniority. The calculation of Departmental

Seniority shall commence on the date of appointment to the Department and shall include every day of full-time service in the Department thereafter, including the date of promotional examination. For example, an Employee appointed to a full-time basis to the Department on January 1, 1990 shall have 15.1205 points of Fire Seniority Credits as of a promotional examination given on February 14, 2005, provided the employee remained employed with the Department on a full-time basis during that entire period.

SECTION 23.6

The requirements of this Article XXIII shall have legal effect whether or not they are incorporated into the Rules and Regulations of the Board.

SECTION 23.7

The job description of Fire Lieutenant, Fire Captain and Battalion Chief are attached to this Agreement as Appendix 3.


ARTICLE XXIV

MANAGEMENT RIGHTS

Except as specifically limited to the express provisions of this Agreement, the City retains exclusively the right to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: To plan, direct, control and determine all operations and services of the City; to determine the methods, means, organization, and number of personnel by which such operations and services shall be performed; to change or eliminate existing productivity standards, methods, materials, equipment and facilities and/or to introduce new or improved ones, to determine whether goods or services shall be made, performed, or purchased; to determine what services and operations shall be performed by the City or whether they shall otherwise be serviced, operated or performed, and to determine their nature; to establish, schedule and change the hours of work; to assign work and overtime work; to select and hire employees and assign them to work as needed; to promote, demote, transfer, suspend, discipline and discharge employees for just cause (probationary employees without cause), in accordance with the powers vested in the Fire Chief and the Board of Fire and Police Commissioners and subject to this Agreement; to make and enforce work rules; and to lay off and to relieve employees from duty because of lack of work or other reasons.



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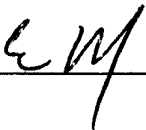


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ARTICLE XXV

EFFECTIVE TERM AND LEGALITY CLAUSES

- SECTION 25.1** This Agreement shall be subject to the provisions, rights, limitations and requirements of the Constitution of the United States, the applicable Statutes of the State of Illinois, and applicable Federal laws, ordinances of the City of Joliet, where they do not conflict with the terms and conditions of this Agreement and the rules and regulations of the Board of Fire and Police Commissioners adopted pursuant to applicable law, without prejudice to the right of either of the parties to pursue such legal remedies as in their judgment seem proper.
- SECTION 25.2** Severability. In the event any provision of the Agreement shall be decreed to be invalid or unenforceable by a court of last resort of competent jurisdiction, the remainder of the provisions shall not be affected thereby, but shall continue in full force and effect.
- SECTION 25.3** No Strike. It is agreed during the term of this Agreement, neither the Union, its officers or agents or any employee will instigate, promote or engage in any strike, stoppage of work or interfere with City operations.
- SECTION 25.4** No Lock Out. The City will not lock out any employee during the term of this Agreement.
- SECTION 25.5** Term. This Agreement shall be effective on January 1, 2012 and shall remain in full force and effect until December 31, 2015. It shall be automatically renewed from year to year thereafter unless either party shall notify the other party in writing sixty (60) days prior to December 31, 2015 that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to December 31, 2015. This Agreement shall remain in full force and be effective during the period of negotiating and/or until notice of termination of this Agreement is provided to the other party in the manner set forth in the following section.
- SECTION 25.6** Termination. In the event that either party desire to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding section.



SECTION 25.7

Retroactive Effect. Except as otherwise provided in this Agreement, this Agreement shall take effect on the date of its ratification and execution by duly authorized representatives of the City and the Union and shall relate back to January 1, 2012. Provided, however, there shall be no retroactivity or relation back as to special assignment pay for work performed by Employees prior to the ratification and execution of this Agreement by the City and the Union.

The foregoing notwithstanding, the general wage increase for 2012 shall take effect on July 1, 2012. The effective date of this general wage increase shall be non-precedential and shall be without prejudice to the Union's position as to any disputes as to retroactivity that may arise in the negotiations of a successor agreement.

SECTION 25.8

Promotional Act. For the term of this Agreement, the City and the Union agree that the provisions of this Article and the applicable Rules and Regulations of the City of Joliet Board of Fire and Police Commissioners shall exclusively govern the subject of promotions within the Joliet Fire Department notwithstanding the provisions and requirements of the Fire Department Promotions Act (50 ILCS 742/1 et seq.).

ARTICLE XXVI

DRUG AND ALCOHOL ABUSE PREVENTION POLICY

Drug and Alcohol Screening

SECTION 27.1

General Policy Regarding Drugs and Alcohol. In the interests of employing fire officers who are fully fit and capable of performing their official duties, and for the safety and well-being of employees, the parties hereby establish a screening program implementing the stated policy regarding drug and alcohol use by command officers of the Joliet Fire Department. Contained herein is the policy and program of the City of Joliet and the Joliet Fire Department, as specifically applied to members of the City of Joliet Fire Department.

The Fire Department has the responsibility to provide a safe work environment as well as a paramount interest in protecting the public by ensuring its employees are physically and emotionally fit. For these reasons, the abuse of prescribed drugs, and abuse of

alcohol or the use, possession, sale or transfer of illegal drugs, cannabis or non-prescribed controlled substances by Department employees is strictly prohibited on or off duty. Violation of these policies shall result in disciplinary action up to and including discharge.

SECTION 27.2

Definitions.

- A. "Drugs" shall mean any controlled substance listed in the Controlled Substance Act, 720 ILCS 570/102, for which the person tested does not submit a valid pre-dated prescription. Thus, the term "drugs" includes both abused prescription medications and illegal drugs of abuse. In addition, it includes "designer drugs" which may not be listed in the Controlled Substance Act but which have adverse effects on perception, judgment, memory or coordination.

A listing of drugs covered by this Policy includes, but is not limited to:

Opium	Methaqualone	Psilocybin-psilocin
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	

- B. "Impairment" due to drugs or alcohol shall mean a condition in which the employee is unable to properly perform his/her duties due to the effect of a drug in his/her body. Where impairment exists (or is presumed), incapacity for duty shall be presumed.
- C. "Positive Test Results" shall mean a positive result on both GC/MS and on the split sample if such test is elected by the employee or the Union. If the initial test is positive, but the second test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug metabolite concentrations at or above the concentration specified in Section 27.6. As to alcohol testing, test results showing an alcohol concentration of .04 or more (based on grams of alcohol per 100 milliliters of blood) shall be considered positive; the Employer shall bear the burden of proof of establishing that concentration less

than .04 indicate the employee is impaired in violation of this Article.

- D. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.
- E. The "City" shall include the Fire Chief, or the City Manager or their respective designees.

SECTION 27.3

Prohibition of Drugs in the Work Place. The concealment, transportation, promotion, sale, purchase, possession, or use of the following items or substances by employees of the Fire Department is strictly prohibited while on duty or during working hours, including lunch hour, and in the work place at any time except in accordance with duty requirements:

- A. Drugs or controlled substances covered by this Policy as defined in Section 27.2(A) of this Article.
- B. Alcoholic beverages.
- C. Drug Paraphernalia.
- D. Over the counter drugs, and legally obtained pharmaceuticals, to the extent that they mentally impair the employee.

Violations of these prohibitions shall result in disciplinary action up to and including discharge.

Employees subject to recall to work overtime or unscheduled hours or less than eight hours notice shall not be subject to discipline for any impairment due to alcohol or legal drugs, provided they notify their superior of their condition provided that an employee expressly notified to stand by to be immediately available for recall to work shall be restricted during the stand by period from imbibing alcohol or taking legal drugs that may impair performance.

SECTION 27.4

Administration of Tests.

- A. Informing Employees Regarding Policy. All present employees shall be supplied a copy of this Policy on Drug and Alcohol Screening and the City will meet with employees to explain the Policy. Union representatives shall be afforded the opportunity to be present to explain the Union's role in regard to the Policy. New members of the bargaining unit will be supplied with a copy of this Policy on Drug and Alcohol Screening as part of their orientation.
- B. Reasonable Suspicion Testing. When there is a reasonable suspicion to believe that an employee uses illegal drugs or is physically or mentally impaired due to being under the influence of alcohol, the use of illegal drugs or the abuse or prescription drugs, the Chief shall have the right to order an employee to report for drug or alcohol testing.

Reasonable suspicion is a suspicion based upon specific objective facts and reasonable inferences drawn from those facts. The facts for determining reasonable suspicion shall be based upon the following:

1. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment resulting from using or being under the influence of alcohol or controlled drugs; or
 2. Information provided by an identifiable third party which is independently investigated by the Chief or his designees to determine (where feasible) the reliability or validity of the allegation. Information from anonymous sources alone shall be insufficient grounds to order a test.
- C. There shall be no random testing or testing not based on reasonable suspicion of employees except as specifically provided for by this Article.
- D. Accident/Injuries. When an employee is involved in an on-the-job accident or injury, a superior officer shall conduct a preliminary investigation promptly and, as part of the investigation, shall evaluate the employee's appearance and behavior and shall promptly report his findings to the Fire Chief or his designee. Drug or alcohol testing may be required where there is reasonable suspicion that an error or mistake due to drug or alcohol use by the employee caused

the accident or injury or where there is reasonable suspicion that an employee's alcohol or drug use may have contributed to the incident. The failure of a superior to report findings of reasonable suspicion shall be cause for discipline. When an employee operating apparatus while on duty is involved in a motor vehicle accident causing bodily injury, reasonable suspicion shall be presumed.

- E. Arrest or Indictment. When an employee has been arrested or indicted for conduct involving alcohol abuse and/or illegal drug related activity on or off duty, the Fire Chief may require drug/alcohol screening or induction into a treatment program whichever is applicable.
- F. Status of Employee Following Order for Testing. When testing is ordered, the employee will be removed from duty and placed on administrative leave with pay or non-emergency duty within the Fire Department pending the receipt of results.
- G. Return to Duty Testing. An employee who tests positive may not return to duty until the employee passes a drug test administered under this part and the medical review officer has determined the employee may return to duty.

SECTION 27.5

Testing Procedures. The test procedures outlined in this Section shall conform with the NIDA Standards (National Institute on Drug Abuse) of the Federal Guidelines issued by the Department of Health and Human Services, Alcohol, Drug Abuse and Mental Health Administration as set forth in Title 48 of the C.F.R. effective 12-1-89. In the event there is any conflict between the procedures set forth in this Section and the NIDA Standards, the NIDA Standards shall control.

The Fire Chief will ensure that the following procedures are established for the collection of urine and blood specimens and the testing of such specimens at a designated NIDA-certified laboratory:

- A. General Procedures.
 - 1. Employees covered by a collective bargaining agreement are entitled to Association representation; an Association representative shall accompany the employee to the collection site, provided such representative is available and that securing such

representative does not delay the process for more than one (1) hour.

2. Collection Sites. Collection services will be provided at a medical facility specified by the Fire Chief.

3. Chain-of-Custody. In all cases, strict chain-of-custody procedures shall be followed.

4. Scheduling.

a. "For cause" collection of specimens for testing will not require an appointment, but the individual must be accompanied by a superior who will present identification. In most cases, the lab will be notified by phone of a collection request "on the way".

b. If collection is done at an Emergency Room site, the City will notify the lab on the next business day. At the Hospital, the superior will present identification and notice that this is a lab client.

5. Collection Procedure.

a. The employee's identity will be verified by driver's license or by superior in the absence of a picture I.D. Verification will be done by the doctor or nurse.

b. Drug history/drug disclosure form will be completed by the employee, and reviewed by the doctor or nurse.

c. A consent form will be signed by the employee and witnessed.

d. The specimen will be obtained as follows:

At the lab site, the collection will be unwitnessed: the employee will be fully unclothed, dressed in a hospital gown, wash his/or hands thoroughly, including under and around the fingernails; and accompanied to the bathroom door. The employee will void in a bathroom with colored toilet water, taps shut

off, and devoid of soap or other materials which could be used to adulterate the specimen.

At an Emergency Room site, if the specially-equipped bathroom is not available, the test will be witnessed. A doctor and/or nurse of the same gender will accompany the employee to the bathroom and will be physically present when the specimen is produced.

- e. Blood alcohol specimen will be obtained by a nurse. Blood alcohol specimen will be labeled with name, test date, time, and will be initialed by the nurse or doctor and the employee.
- f. Urine specimen will be sealed in full view of the employee and the confidence seal placed over the top of the bottle.
- g. The chain-of-custody process will be initiated, the specimens will be given an I.D. number. The specimen will be labeled with that number, as is the chain-of-custody form.
- h. Copies of the chain-of-custody form will be sealed in a tamper-proof custody envelope with the specimen. The envelope will be locked up in a metal box or locked refrigerator.
- i. "For cause" testing will also include a medical history and physical exam to gather an understanding of any physical condition, known or unknown, of an employee, as well as to provide a third party observation and assessment of the individual.
- j. In connection with its testing program the lab shall engage the services of a medical review officer experienced in drug testing to design an appropriate questionnaire to be filled out by an employee being tested to provide information of food or medicine or other substance eaten or taken by or administered to the employee which may affect the test results and to interview the employee in the event of positive

test results to determine if there is any innocent explanation for the positive reading.

6. Laboratory Process. A NIDA-certified laboratory will be utilized for all drug/alcohol screening processing. The laboratory shall apply the cutoff levels recognized by NIDA.

In addition, the laboratory shall:

- a. Samples shall be retained of all positive specimens in accordance with NIDA standards.
- b. Use for alcohol (ethyl) a blood alcohol content (BAC) level of .04 grams per 100 cubic centimeters.

7. Review of Drug Testing Results.

- a. MRO Appointment. The City shall designate or appoint a Medical Review Officer (MRO). The MRO must be a licensed physician with knowledge of drug abuse disorders.

- b. MRO Duties. The MRO shall perform the following functions:

(1) Review the results of drug testing before they are reported to the City.

(2) Review and interpret each confirmed positive test result from employees as follows, to determine if there is an alternative medical explanation for the confirmed positive test result:

(i) Conduct a medical interview with the individual tested.

(ii) Review the individual's medical history and any relevant biomedical factors.

(iii) Review all medical records made available by the individual tested to determine if a confirmed positive test resulted from legally prescribed medication.

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(iv) If necessary, require that the original specimen be re-analyzed to determine the accuracy of the reported test result.

(3) Determine whether and when an employee did not pass a drug test administered under procedures provided in this policy may be returned to duty.

(4) If requested, assist in determining a schedule of unannounced testing, in consultation with the City, for an employee who has returned to duty.

(5) Ensure that an employee has been drug tested in accordance with the procedure provided in this Policy before the employee returns to duty.

c. MRO Determinations. The following rules govern MRO determinations:

(1) If the MRO determines, after appropriate review, that there is a legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a prohibited drug, the MRO is not required to take further action.

(2) If the MRO determines, after appropriate review, that there is no legitimate medical explanation for the confirmed positive test result other than the illegal or unauthorized use of a drug, the MRO shall refer the individual tested to an employee assistance program, and to the Fire Chief for further proceedings.

(3) Based on a review of laboratory inspection reports, quality assurance and quality control data, and other drug test results, the MRO may conclude that a particular drug test result is scientifically insufficient for further action.

- B. Independent Testing. When an employee has been tested pursuant to the rules established herein and there are confirmed positive results, the employee may request that a portion of the original specimen be submitted for an independent test. The employee shall be notified of his/her right to do so and request and complete the independent test within ten (10) days of notice. The independent test shall be at the employee's expense and shall utilize equivalent testing and chain-of-custody process required by this Section (i.e., NIDA-certified lab and NIDA chain-of-custody procedures). If such independent test yields a negative test result, a portion of the original specimen shall be submitted to a different NIDA certified lab for a third test following the same chain-of-custody procedure required by this Section. The third test result shall determine whether the test is positive. The City shall bear the costs of any third test.
- C. Confidentiality of Test Results. The results of drug and alcohol tests will be disclosed to the person tested, the Fire Chief and such other officials as may be designated by the Fire Chief on a need-to-know basis consistent with the other provisions of this Agreement, including treatment needs, diagnosis, use of treatment program(s) and investigation of disciplinary action. To the extent permitted by law, test results will be disclosed to the designated representative of the Union upon request so that it can meet its representation and administrative responsibilities as exclusive bargaining agent, if the employee refuses to give copies to the Union. Test results will not be disclosed externally except where the person tested consents or disclosure is permitted by law. Any member whose drug/alcohol screen is confirmed positive, shall have an opportunity at the appropriate stage of the disciplinary process to refute said results. A breach of confidentiality shall be considered a serious act of misconduct and the Union may grieve and remedy violations through the grievance procedure. Nothing in this provision shall be construed as waiving the Union's statutory right to collective bargaining or the administration of grievances. The foregoing shall not be construed to limit the City's ability to compile and distribute generalized reports summarizing the results of data



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gathered from the administration of tests authorized by this agreement.

SECTION 27.7

Voluntary Request for Assistance and Employee Assistance Program. The City shall refer employees to treatment programs whose functions shall be to aid in resolving employee drug and alcohol problems, providing counseling and assistance to employees who voluntarily submit themselves for treatment or whose drug test results are positive, and monitoring employee progress through treatment and rehabilitation.

Employees are encouraged to voluntarily seek treatment, counseling and/or other support and assistance for an alcohol or drug related problem. There shall be no adverse employment action taken against an employee who voluntarily seeks assistance solely for having done so, provided however if an employee tests positive under Sections 27.4 or 27.5 of this Agreement, disciplinary action shall be administered as provided under this Agreement. When voluntary assistance is requested under this Policy, the employee may use the City's Employee Assistance Program to obtain referrals. Treatment, counseling and other support and all such requests shall be treated as confidential.

Records relating to an employee's request for assistance or participation in or documents related to such referral that come into the City's possession shall not be disclosed to parties outside the City after employee is separated from the City without the employee's consent unless required to do so by law or in defense of a legal action initiated by the employee.

SECTION 27.8

Specific Responsibilities. Without limiting the Chief's general management authority, specific orders to submit to a drug test shall be conducted according to the following procedures:

- A. The Fire Chief or his/her designee will:
 - 1. Identify those employees where a drug/alcohol screen is required.
 - 2. When necessary, initiate a preliminary investigation to determine the validity of a member's admission that he/she is presently taking lawful drugs.
 - a. If the preliminary investigation reveals that the drugs have been legally prescribed and are being properly consumed according to

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prescription directions, no further investigation will ensue.

- b. In all other instances, a formal disciplinary action will ensue when the test results disclose positive indicators and/or evidence of drug/alcohol usage by the member.
- B. The Fire Chief or his designee shall notify employees in writing of the date and time of a drug/alcohol screen. Employees so notified shall be allowed a reasonable time not to exceed one hour to consult with a Union representative or counsel prior to administration of the screen and at the time of any questioning.
- C. The employee subject to a drug/alcohol screen will:
 - 1. Report on a date and time determined by the Department.
 - 2. Furnish documentation relating to the use of any prescribed drugs, i.e., prescription bottle with prescription number, prescribing physician's statement, etc.
 - 3. Answer all pre-medical examination questions including the use of any/all prescribed drugs and the name(s) of any prescribed drugs and the name(s) of any prescribing physician(s).
 - 4. Cooperate in the completion of all phases of the drug/alcohol screen in accordance with the instructions of the examine physician or his/her designee.
 - 5. Have in his/her possession his/her departmental identification card.
- D. Any employee who is taking legal medication that could affect perception, judgment, memory, coordination or other necessary ability to perform one's duties shall report, in writing, such fact and the nature of the illness or condition requiring the medication to the Chief or his designee. Such information will be treated on a confidential basis.

ARTICLE XXVII

DISCIPLINARY ACTION

The parties recognize that the Fire Chief and the Board of Fire and Police Commissioners of the City of Joliet ("Board") have certain statutory authority over employees covered by this agreement as defined by the Illinois Municipal Code, 65 ILCS 5/10-2.1-1, et seq. The terms of this Article are nevertheless intended to supplement the authority of the Fire Chief and the Board by providing non-probationary employees with the right to choose between having a dispute as to disciplinary action resolved through a hearing before an arbitrator selected upon the grievance/arbitration procedure of this agreement or by hearing conducted by the Board.

In accordance with §15(b) and (c) of the IPLRA, 5 ILCS 315/15(b) (c), in the event of any conflicts between this procedure and the City ordinance or Board rules, the provisions of this Agreement shall take precedence.

Disciplinary actions may consist of the following actions:

Oral reprimand

Written reprimand

Suspension (*to a maximum of 5 calendar days by the Fire Chief
on his own authority or up to 30 calendar days by the Board
on its own authority or upon recommendation of the Fire
Chief*)

Discharge

A grievance may be filed contesting whether just cause exists for such action according to the following procedure:

1. At the time that the Chief files charges with the Board, he shall notify the affected employee and the Union of such action.
2. The employee and/or the Union may then file a grievance contesting the just cause of the disciplinary action. Such grievance shall be filed within the time limits provided by Section 5.2 but shall be initially filed at Step 3.
3. If a grievance is filed, it may be referred to arbitration in according with the provisions of Section 5.2, Step 3.
4. If the grievance is referred to arbitration by the Union, the following additional conditions shall apply:
 - a. The notice to refer the disciplinary grievance to arbitration shall be signed by the Union's designated representative and shall also contain a signed statement from the affected employee waiving any and all rights he/she may have to a hearing before the Board or to


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appeal the Board's actions on the charges to the courts pursuant to the Administrative Review Act.

- b. Upon receipt of such notice referring the grievance to arbitration, the Board shall issue an order implementing the Chief's recommendation for discipline within ten (10) days of the filing of the Union's notice of referral to arbitration without further hearing. If the Board fails to act within such period, it shall be deemed to have issued a decision upholding the charges and recommended discipline as filed by the Chief. In either event, the grievance as to whether such Board action is supported by just cause shall be heard before an impartial arbitrator as provided in Step 3 of the grievance procedure (Section 5.2) unless the grievance is settled upon terms acceptable to the Union, the employee and the City.
5. If no grievance is filed or the Union does not refer the grievance to arbitration, the charges shall proceed to hearing and a determination shall be made by the Board.


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APPENDIX 1

ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF JOLIET, ILLINOIS AND JOLIET FIRE OFFICERS LOCAL 2369, IAFF AFL-CIO REGARDING EMERGENCY MEDICAL TECHNICIAN PARAMEDIC PROGRAM

- I. The City of Joliet, Will County, Illinois, and Joliet Fire Officers, Local 2369, IAFF AFL-CIO hereby agree to the following provisions of this Addendum to the Collective Bargaining Agreement between the City and the Union:
 - A. The Union recognizes the need for, and supports the provision of, Emergency Medical Technician-Paramedic services to the citizens of the City of Joliet.
 - B. The position of Emergency Medical Services Coordinator (EMS Coordinator) shall be a person holding the rank of Fire Lieutenant. The EMS Coordinator, as a continuing condition of employment as the EMS Coordinator, shall be a duly certified Emergency Medical Technician - Paramedic and shall at all times maintain such certification in good standing. The Fire Officer shall be compensated with a stipend of seven percent of annual base salary. This stipend shall be paid in addition to any other benefits provided by the Collective Bargaining Agreement, including annual base salary.
 1. The EMS Coordinator shall be a Fire Lieutenant selected by bid according to Rank Seniority. The appointed Fire Officer shall serve in that capacity for a minimum of two years from the date of his or her original appointment unless:
 - a. it is mutually agreed otherwise;
 - b. working conditions or hours of work change; (i.e. from platoon system to 40-hour system)
 2. A Fire Officer who elects not to remain the EMS Coordinator shall provide reasonable notice in order to provide for a smooth transition to a new EMS Coordinator. Such transition shall not prevent the Fire Officer from bidding on a position that would otherwise be available to him.
 - C. Article VII, Section 7.4(c)(1), CAPTAIN SHORTAGE, is amended to read as follows:

“Captains on holdover shift shall be asked first; then Captains on the other off duty shifts. If a vacancy still exists then the Lieutenants on the holdover shift shall be asked.”

- D. Article IX, Section 9.3(b), second line: the words "and/or unserviceable" are hereby deleted.
- E. Article XVIII, Section 18.1: add sub-paragraph (c) to read as follows:
- "(c) Any officer transferred from a twenty-four hour regular work day shall have his accrued sick leave adjusted using a direct proportional method to reflect his sick leave accruals on his new work week attainment."
- F. Article XVIII, Section 18.2: add sub-paragraph (c) to read as follows:
- "(c) Any officer transferred from a forty (40) hour work week to a twenty-four (24) hour regular work day shall have his accrued sick leave adjusted using a direct proportional method to reflect his sick leave accruals on his new work week assignment."
- G. Article XX, add Section 20.5 to read as follows:
- "For Union business purposes, Union officers shall be authorized to trade hours of work with other employees in accordance with Section 7.6 of the contract, so long as this shall not interfere with the normal operations of the Fire Department. The Union, or the individual, shall be allowed to compensate his replacement for time worked."
- H. Effective with the implementation of this agreement the City shall pick up and pay to the Joliet Firemen's Pension Fund (the Fund), on behalf of each Employee covered by this Agreement, the statutory required employee contribution to the Fund. It is understood that this pick up and payment of the Fund consists of part of or all of the amount assessed against each such Employee under the provisions of the Fund and shall be considered to be a payment of wages under Article XVI, Section 16.3 of the collective bargaining agreement. Such amounts picked up and paid to the Fund will be treated as employer contributions for income tax purposes pursuant to 26 USC Section 414(h). The City shall not be required by this paragraph to pick up and pay any additional amounts to the Fund.

The Union agrees that the City's pick up and payment of contributions to the Fund is solely for the purpose of making such contributions, which otherwise would be made by the Employee, nontaxable for income tax purposes and shall not be considered as reducing the salaries paid to the Employees.

The Union shall hold the City harmless and indemnify the City against any and all liabilities, losses and expenses of whatever nature arising out of the City's agreement to pick up and make payments to the fund in accordance with this Section.

- I. Effective with the implementation of this Agreement, each member of the bargaining unit presented by IAFF Local 2369 will be eligible to receive reimbursement up to a maximum of Two Hundred (\$200.00) per year for treatment or services rendered for eye care or for the purpose of participating in a physical fitness program at an accredited college. However, the \$200.00 allowed the employee for an annual routine physical examination under the City's health benefit plan will be forfeited that year.
- J. For 2004, each Fire Officer that is duly licensed as an Emergency Medical Technician-Paramedic (EMT-P) to perform paramedic duties shall receive additional compensation (the "Paramedic Certification Stipend") equal to Five Hundred Dollars (\$500.00). The Paramedic Certification Stipend shall be paid in December. Only those Fire Officers duly licensed as an EMT-P as of December 1st of 2004 shall be eligible to receive the Paramedic Certification Stipend for 2004.

Effective January 1, 2005, the Paramedic Certification Stipend shall be Two Thousand Five Hundred Dollars (\$2,500.00) per year, so long as such EMT-P licensure remains in full force and effect throughout the year. In 2006, 2007, 2008, 2009, 2010 and 2011 the Paramedic Certification Stipend shall be increased by 4% annually. The Paramedic Certification Stipend shall be included in wage calculations for pension purposes. The Paramedic Certification Stipend shall be paid as part of regular payroll. The Schedule of Wages and Other Compensation attached hereto as Appendix 2 properly states the amount of Paramedic Certification Stipend to be paid to eligible Employees for the years 2005 through 2011.

APPENDIX 2(a)

SCHEDULE OF WAGES AND OTHER COMPENSATION – CERTIFIED

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Revised Draft *** Schedule of Wages and Other Compensation ***** Revised Draft**
Appendix 2 - Certified

	Annual Base		Certification Stipend		Certified Annual Base		Annual Hours		Certified Straight Rate		Certified Holiday Stipend		Certified Buy Out Rate		Certified Overtime Rate	
	A	B	A	B	A	B	A	B	A	B	A	B	A	B	A	B
2012 (January 1 - June 30)																
LT	98,849	103,792	3,163	3,163	102,012	106,955	2,597.33	2,597.33	39.28	41.18	5,939	6,226	41.56	43.58	62.34	65.36
CAP	108,981	114,172	3,163	3,163	112,144	117,335	2,597.33	2,597.33	43.18	45.18	6,529	6,831	45.69	47.81	68.54	71.71
BC	119,880	125,589	3,163	3,163	123,043	128,752	2,597.33	2,597.33	47.37	49.57	7,162	7,495	50.13	52.46	75.20	78.68
2012 (July 1 - December 31)																
LT	102,803	107,944	3,290	3,290	106,093	111,234	2,597.33	2,597.33	40.85	42.83	6,177	6,476	43.23	45.32	64.84	67.98
CAP	113,340	118,739	3,290	3,290	116,630	122,029	2,597.33	2,597.33	44.90	46.98	6,789	7,103	47.52	49.72	71.28	74.58
BC	124,675	130,613	3,290	3,290	127,965	133,903	2,597.33	2,597.33	49.27	51.55	7,450	7,794	52.14	54.55	78.20	81.83
2013																
LT	102,803	107,944	3,290	3,290	106,093	111,234	2,610.00	2,610.00	40.65	42.62	6,146	6,444	43.00	45.09	64.51	67.63
CAP	113,340	118,739	3,290	3,290	116,630	122,029	2,610.00	2,610.00	44.69	46.75	6,757	7,069	47.27	49.46	70.91	74.19
BC	124,675	130,613	3,290	3,290	127,965	133,903	2,610.00	2,610.00	49.03	51.30	7,413	7,757	51.87	54.28	77.80	81.41
2014																
LT	102,803	107,944	3,290	3,290	106,093	111,234	2,610.00	2,610.00	40.65	42.62	6,146	6,444	43.00	45.09	64.51	67.63
CAP	113,340	118,739	3,290	3,290	116,630	122,029	2,610.00	2,610.00	44.69	46.75	6,757	7,069	47.27	49.46	70.91	74.19
BC	124,675	130,613	3,290	3,290	127,965	133,903	2,610.00	2,610.00	49.03	51.30	7,413	7,757	51.87	54.28	77.80	81.41
2015																
LT	104,859	110,103	3,356	3,356	108,215	113,459	2,610.00	2,610.00	41.46	43.47	6,269	6,573	43.86	45.99	65.80	68.98
CAP	115,607	121,114	3,356	3,356	118,963	124,470	2,610.00	2,610.00	45.58	47.69	6,892	7,211	48.22	50.45	72.33	75.68
BC	127,169	133,225	3,356	3,356	130,525	136,581	2,610.00	2,610.00	50.01	52.33	7,562	7,912	52.91	55.36	79.36	83.04

Certified Straight Rate = Certified Annual Base / Annual Hours
 Certified Holiday Stipend = Certified Straight Rate * 24 Hours * 6.3 Days
 Certified Buy Out Rate = (Certified Annual Base + Holiday Stipend) / Annual Hours - Does not include adjustments for Longevity and/or Education
 Certified Overtime Rate = (Certified Annual Base + Holiday Stipend) / Annual Hours * 1.5

APPENDIX 2(b)

SCHEDULE OF WAGES AND OTHER COMPENSATION – NON-CERTIFIED

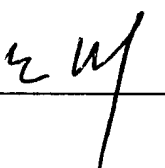
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Revised Draft *** Schedule of Wages and Other Compensation ***** Revised Draft**
Appendix 2 - Non-Certified

<u>Annual Base</u>		<u>Annual Hours</u>		<u>Straight Rate</u>		<u>Holiday Stipend</u>		<u>Non-Certified Buy Out Rate</u>		<u>Non-Certified Overtime Rate</u>		
<u>A</u>	<u>B</u>	<u>A</u>	<u>B</u>	<u>A</u>	<u>B</u>	<u>A</u>	<u>B</u>	<u>A</u>	<u>B</u>	<u>A</u>	<u>B</u>	
<u>2012 (January 1 - June 30)</u>												
<u>LT</u>	98,849	103,792	2,597.33	2,597.33	38.06	39.96	5,755	6,042	40.27	42.29	60.41	63.43
<u>CAP</u>	108,981	114,172	2,597.33	2,597.33	41.96	43.96	6,344	6,647	44.40	46.52	66.60	69.77
<u>BC</u>	119,880	125,589	2,597.33	2,597.33	46.16	48.35	6,979	7,311	48.84	51.17	73.26	76.75
<u>2012 (July 1 - December 31)</u>												
<u>LT</u>	102,803	107,944	2,597.33	2,597.33	39.58	41.56	5,984	6,284	41.88	43.98	62.83	65.97
<u>CAP</u>	113,340	118,739	2,597.33	2,597.33	43.64	45.72	6,598	6,913	46.18	48.38	69.27	72.57
<u>BC</u>	124,675	130,613	2,597.33	2,597.33	48.00	50.29	7,258	7,604	50.80	53.22	76.19	79.82
<u>2013</u>												
<u>LT</u>	102,803	107,944	2,610.00	2,610.00	39.39	41.36	5,956	6,254	41.67	43.75	62.51	65.63
<u>CAP</u>	113,340	118,739	2,610.00	2,610.00	43.43	45.49	6,567	6,878	45.94	48.13	68.91	72.19
<u>BC</u>	124,675	130,613	2,610.00	2,610.00	47.77	50.04	7,223	7,566	50.54	52.94	75.80	79.41
<u>2014</u>												
<u>LT</u>	102,803	107,944	2,610.00	2,610.00	39.39	41.36	5,956	6,254	41.67	43.75	62.51	65.63
<u>CAP</u>	113,340	118,739	2,610.00	2,610.00	43.43	45.49	6,567	6,878	45.94	48.13	68.91	72.19
<u>BC</u>	124,675	130,613	2,610.00	2,610.00	47.77	50.04	7,223	7,566	50.54	52.94	75.80	79.41
<u>2015</u>												
<u>LT</u>	104,859	110,103	2,610.00	2,610.00	40.18	42.19	6,075	6,379	42.50	44.63	63.76	66.94
<u>CAP</u>	115,607	121,114	2,610.00	2,610.00	44.29	46.40	6,697	7,016	46.86	49.09	70.29	73.64
<u>BC</u>	127,169	133,225	2,610.00	2,610.00	48.72	51.04	7,366	7,717	51.55	54.00	77.32	81.00

Straight Rate = Annual Base / Annual Hours
 Holiday Stipend = Straight Rate * 24 Hours * 6.3 Days
 Non-Certified Buy Out Rate = (Annual Base + Holiday Stipend) / Annual Hours - Does not include adjustments for Longevity and/or Education
 Non-Certified Overtime Rate = (Annual Base + Holiday Stipend) / Annual Hours * 1.5



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APPENDIX 3

JOB DESCRIPTIONS

TITLE: FIRE LIEUTENANT

EMPLOYEE GROUP: Local 2369

DEPARTMENT: FIRE

REPORTS TO: Shift Battalion Chief/Company Captain

SUPERVISES: Apparatus Operators and Firefighters

GENERAL STATEMENT OF DUTIES: Directs and supervises the activities of an engine or ladder on an assigned shift; acts as firefighter in protection of life and property; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: a Fire Lieutenant is in command at the scene of an emergency until a higher ranking officer arrives. He is responsible for proper placement of equipment and assignment of personnel to specific tasks. He leads in the performance of physical tasks involved in firefighting and has a high degree of responsibility for the protection of life and property. The work also involves responsibility for the maintenance of station equipment and the fire station as ordered by the Fire Captain in charge of the station and equipment. Duties require thorough knowledge of firefighting and EMS practices and ability to plan and direct the work of Firefighters under hazardous conditions. He is also responsible for aiding in initial fire investigations. Work is carried out according to general procedures outlined by superiors with wide latitude for the exercise of independent judgment. The Lieutenant is expected to possess those qualities which allow occasional contact with the public in educational and public relations programs. Supervision is exercised over Apparatus Operators and Firefighters and other officers to whom specific assignments are made and whose work is checked in process and upon completion.

EXAMPLES OF WORK: (Illustrative only)

- Directs and supervises the activities of a fire company in its quarters, its travels to and from an emergency scene and its operation at the scene of an emergency.
- Maintains discipline, and promote harmony amongst his crew.
- Supervises the work of Apparatus Operators and Firefighters.
- Performs fire-fighting and EMS duties at major fire, disasters, and emergency scenes.

- Keeps records and makes reports in accordance with the requirements of the department, example: Special Incident Reports, On Duty Injury Reports, Daily Log, Fire RMS.
- Enforces Fire Department rules and Regulations (SOP's), and laws and ordinances pertaining to the fire department and fire prevention.
- Conducts school fire drills
- Insures map pages are up to date in his/her run area.
- Requisitions supplies.
- Checks the condition of apparatus, tools, and equipment for correct working order on a daily basis.
- Supervises the training of men in his crew in the basic fundamentals of firefighting suppression, driver's training and vehicle evolutions, fire prevention, and other essential phases of the responsibility of his crew, including operation of tools, instruments and other related equipment as assigned by the Training Division.
- Supervises emergency medical treatment of injured persons.
- Supervises the cleaning, checking, inventory, and replacement of tools and equipment following a fire.
- Conducts testing of fire hydrants for flow, pressure, condition, accessibility and location.
- Conducts Target Hazard and commercial fire inspections and pre-plans.
- Leads Fire Department Station Tours, Block Party Events, Public Education as needed.
- Aids Captain in preparation of and maintenance of inventory documents.
- Aids Captain in preparation of budget document.
- Performs other duties as required or assigned.

Knowledge, Skills and Abilities:

- Requires a working knowledge of procedures and methods of Incident Command, firefighting, emergency rescue operations, hazardous materials, and EMS.

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- Requires working knowledge of fire rescue equipment, apparatus and tools, hydraulics.
- Requires the ability to work in hazards associated with natural and man-made disasters, emergency medical scenes, and extreme weather conditions.
- Requires ability to supervise the activities of a fire station and subordinate personnel during his assigned shift.
- Requires the ability to function effectively and efficiently in emergency and stressful situations.
- Requires ability to meet and comply with applicable laws, rules and ordinances, and Joliet Fire Department SOP's.
- Requires ability to communicate effectively both orally and in written form.
- Requires ability to establish and maintain satisfactory working relationships with departmental personnel and the general public.
- Requires ability to operate a computer.
- Requires possession of an Illinois Driver's License for driving fire equipment.

Education and Experience:

- Requires eight years' experience at the rank of Firefighter or Apparatus Operator.
- Requires certification as a Firefighter III.

TITLE: FIRE CAPTAIN

EMPLOYEE GROUP: Local 2369
DEPARTMENT: FIRE
REPORTS TO: Shift Battalion Chief
SUPERVISES: Lieutenants, Apparatus Operators, Firefighters

GENERAL STATEMENT OF DUTIES: This is skilled, supervisory position in directing the activities of fire companies; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: An employee of this class has direct command over companies of firefighters located at designated fire houses. He has responsibility for the proper maintenance of all apparatus and equipment, the condition of the fire houses and direction of training, hydrant testing, and inspectional programs. He rides a fire vehicle to the scene of an emergency and assumes command of activity until relieved by a superior. An employee of this class may on occasion be assigned the duties of a Shift Battalion Chief and normally reports directly to a Shift Battalion Chief, although at a fire he may be under the direct command of the Fire Chief or his designee.

EXAMPLES OF WORK: (Illustrative only)

- Supervises Lieutenants, Apparatus Operators, and Firefighters at his/her assigned fire station and at emergency scenes. Directs and assists in the extinguishment of fires, mitigation of disasters, and in providing emergency medical care.
- Responsible for the Daily Operations of his/her Engine House and Fire Equipment. Cleaning and maintenance of engine house, grounds and the fire apparatus housed there.
- Prepares a Station House Daily Log documenting daily work activities and Fire and EMS runs.
- Insures that all vehicles and equipment are checked and cleaned each day, and that the Vehicle Check Sheets are completed. Reviews the check sheets at the end of each month and archives them.
- Insures that the Vehicle Inventories for the fire department vehicles at his/her station, front line and reserve, are updated and reflect the accurate quantity and location of equipment on each vehicle. Insures that Vehicle Transfer Sheets are filled out when a reserve fire vehicle is in service at his/her Station. Insures that all equipment is transferred back to the front line vehicle once it returns, and insures the reserve vehicle is cleaned, fueled and inventoried when it leaves his/her station.

- Insures Work Orders are filled out, emailed, and logged in the station house Daily Log. Insures that station house Vehicles are Serviced at the appropriate time. Follows up on open work orders.
- Coordinates and participate in Training Evolutions and Quick Drills at the company level. Responsible for tracking the training of personnel at his/her station.
- Insures that Training Sheets for bid personnel are printed, signed and turned into the Training Division at the end of each month.
- Insures that all commercial structures and Target Hazards for his/her run area are inspected yearly. Leads a program of fire protection and fire prevention within his/her run area.
- Insures Hydrant Testing is complete for his run area. Monitors status of Out Of Service hydrants in his/her run area.
- Insures Map Pages are up to date and accurate for his/her run area
- Leads fire station tours and conduct block parties
- Observes, Directs, and Evaluates the performance of his/her crews both at the training site and emergency scene in order to achieve superior performance and improve inadequate performance.
- Enforces Fire Department rules and Regulations, SOP's, and laws and ordinances pertaining to the fire department and fire prevention
- Files Injury Reports for the personnel at his/her Station.
- Fills out Special Incident Reports for lost or damaged fire equipment, and investigates all incidents among the three shifts at the station.
- Coordinates and oversees work performed by outside contractors/vendors
- Completes a Yearly Budget outlining any projects or purchases for the upcoming year. Obtains three (3) Bids for any work to be done at his/her station over \$1,000.
- Petty Cash. Insure that purchases made out of Petty Cash are valid. Insure the Petty Cash Ledger is filled out properly after each purchase. Request Petty cash replacement money via SOP # 85.
- Performs other duties as required or assigned.

Knowledge, Skills and Abilities:

- Requires the ability to function effectively and efficiently in emergency and stressful situations. Must be able to assume command at the emergency scene until relieved by a higher ranking officer.
- Requires ability to work in hazards associated with natural and man made disasters, emergency medical scenes, and extreme weather conditions..
- Requires a working knowledge of modern firefighting and EMS methods, fire rescue equipment, apparatus, hydraulics, and tools, Incident Command, fire prevention methods and applicable training practices and techniques. Requires the ability to drive and operate emergency vehicles.
- Requires a thorough knowledge of the geography of his/her district, including the location of water mains and major Target Hazards.
- Attempts to determine origin of fire and reports evidence of arson to the Shift Battalion Chief or Fire Investigator.
- Requires the ability to speak and write effectively and to establish and maintain effective working relationships with subordinates and the general public.
- Requires the ability to maintain accurate records and prepare clear reports.
- Requires ability to operate a computer.
- Requires possession of an Illinois Driver's License for driving fire equipment.

Education and Experience:

- Must hold a Firefighter III accreditation with the State of Illinois.
- Must be a Lieutenant to challenge the Captain's Test.

TITLE: SHIFT BATTALION CHIEF

EMPLOYEE GROUP: LOCAL 2369

DEPARTMENT: FIRE

REPORTS TO: OPERATIONS BATTALION CHIEF

SUPERVISES: SHIFT FIREFIGHTERS AND OFFICERS

GENERAL STATEMENT OF DUTIES:

This is a skilled, supervisory position in directing the activities of a group of fire companies; does related work as assigned.

DISTINGUISHING FEATURES OF WORK:

Under the administrative direction of the Operations Battalion Chief, directs and supervises the daily operations and emergency services of the Joliet Fire Department; assists the Operations Battalion Chief in a variety of administrative functions

EXAMPLES OF WORK: (Illustrative only)

- Assists the Operations Battalion Chief in matters pertaining to the department's operational preparedness and effectiveness in the delivery of emergency services.
- Assists the Operations Battalion Chief in formulating and coordinating various administrative functions as may relate to public safety.
- Supervises, through subordinate staff, the routine daily shift operations within the Joliet Fire Department. Ensures shift compliance with department policies, rules and directives.
- Responds to fire alarms, taking command until relieved by the Operations Battalion Chief or the Deputy Fire Chief. Coordinates and directs the activities of all companies at the scene.
- Responsible for evaluation of personnel performance, recommends areas of training needs or operational directions; ensures adherence to safe work practices (SOP's).
- Enforces discipline within his/her battalion.
- Supervises the training of the firefighters assigned to his/her battalion regarding the basic fundamentals of firefighting, fire suppression, modern firefighting methods, EMS, and other essential firefighting responsibilities.
- Inspects the equipment and personnel assigned to his/her battalion.

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- Performs specialized administrative and technical duties in one or more areas to include but not limited to: Radios, Hose, Hydrants, etc.
- Insures that certain duties/training are carried out amongst all stations in his/her battalion (fire inspections, pre-planning, fire and EMS training, hydrant testing, hose testing, etc.)
- Assists the Operations Battalion Chief in budget preparation and planning, as needed in areas of individual specialization.
- Performs other duties as required or assigned by the Operations Battalion Chief, Deputy Chief, or Fire Chief.
- Hears and attempts to resolves employee work problems and misunderstandings; informs Operations Battalion Chief of problems and solutions.
- Makes preliminary and follow up contact with the public in answering questions, receiving complaints and giving information.
- Investigates Fire Department vehicle accidents.
- Prepares and maintains daily manning and reports of shift activity, payroll, attendance, fire calls, and EMS calls.
- Performs other duties as required or assigned

Knowledge, Skills and Abilities:

- Requires the ability to react quickly and remain calm under duress and strain.
- Requires extensive knowledge of subordinate staff development and employee training.
- Requires extensive knowledge of operational safety hazards and methods of creating a safe work environment.
- Requires extensive knowledge of firefighting and fire prevention principles, practices, and procedures.
- Requires extensive knowledge of modern fire and EMS equipment, hydraulics, building construction, utilized in firefighting, EMS, and rescue operations.
- Requires considerable knowledge of the geography of the City of Joliet along with knowledge of water mains as applied to firefighting.

- Requires extensive knowledge of federal, state and local laws, regulations and policies pertaining to fire protection and prevention.
- Requires extensive knowledge of hazardous chemicals, liquids and gases as well as the combustion properties of materials.
- Requires working knowledge of contemporary administrative practices and procedures, Joliet Fire Department SOP's.
- Requires ability to maintain accurate records and prepare clear reports.
- Requires ability to operate a computer.
- Requires possession of an Illinois Driver's License for driving fire equipment.

Education and Experience:

- Must be a Captain to challenge test.

APPENDIX 4

SIDE LETTER REGARDING CERTAIN UNFILLED POSITIONS

The parties acknowledge and agree that the following positions have historically existed within the bargaining unit but are now vacant and unfunded:

Fire Captain assigned to Fire Inspections
Fire Captain assigned to Public Education
Battalion Chief assigned to EMS

In the event that funds are appropriated to reinstate the above positions, such positions shall be filled by Fire Officers in accordance with this Agreement and applicable promotional procedures.

RATIFICATION

Entered into this 10th day of December, 2012.

FOR THE UNION:

FOR THE CITY:

E. C. Mattson

President, IAFF Local 2369

Thomas A. Thanas

City Manager

ATTEST:

ATTEST:

Anthony

Secretary/Treasurer, IAFF Local 2369

Christa M. Desiderio

City Clerk

EM

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**OFFICE OF THE CITY MANAGER
THOMAS A. THANAS
CITY MANAGER
PHONE: 815/724-3720
FAX: 815/724-3737**

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**150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432-4158**

June 18, 2012

TO: Mayor and City Council

FROM: Thomas A. Thanas, City Manager

**SUBJECT: An Ordinance Approving and Authorizing the Execution of a
Collective Bargaining Agreement with the Associated Firefighters of
Illinois Local 2369 for 2012 – 2015**

BACKGROUND

The collective bargaining agreements with the Local 2369, the collective bargaining unit representing Joliet Fire Department Lieutenants, Captains and Battalion Chiefs, expired on December 31, 2011. The members of Local 2369 understand the challenges that the City of Joliet has encountered with the recession, the housing industry collapse, and the significant drop in gaming tax revenue along with rising personnel costs.

The Administration has recently concluded negotiations with Local 2369, and those negotiations have resulted in the proposed agreement containing the following key terms:

- 2013 and 2014 base salaries will remain at 2012 level which will be 4% above 2011 salaries effective July 1, 2012, to match the general wage increase received by the other five collective bargaining units representing City employees
- A 2% general wage increase will take effect on January 1, 2015
- The Tuition Reimbursement Program will be suspended for the length of the contract

Other terms and conditions of the previous collective bargaining agreement will be carried over into the new agreement, including the City's health care package the terms of which will be extended beyond the end of the new contracts. The Administration will continue to work with the collective bargaining units to implement cost control and cost containment measures.

RECOMMENDATION

The Administration recommends that the attached ordinance approving the collective bargaining agreement for 2012 - 2015 be approved.

Respectfully Submitted,

Thomas A. Thanas
Thomas A. Thanas,
City Manager

Concurrence: Joe Formhals, Fire Chief